City of Los Angeles
California

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GENERAL MANAGER
CHIEF TECHNOLOGY OFFICER

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Gene Gamachi
Kamton M. Joe
Beverley Dembo
Kevin K. Crawford
Vijay Sonty

ANTONIO R. VILLARAIGOSA
MAYOR

July 31, 2009

REF: EXE-266-09

Honorable Tony Cardenas
Chair, Information Technology and General
Services Committee
c/o Office of the City Clerk
Room 395, City Hall
Los Angeles, CA   90012

Dear Councilmember Cardenas:

Please see the attached Final Draft Contract for the SaaS E-Mail and Collaboration
Contract, Council File 09-1714.

Respectfully,

Randi Levin

Attachment

PROFESSIONAL SERVICES CONTRACT

Contractor: Computer Sciences Corporation

Regarding: SaaS E-Mail & Collaboration Solution (SECS)

Contract Number:

VERSION 17 – 07-24-09 – FINAL DRAFT

July XX, 2009
City of Los Angeles

Information Technology Agency

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CONTRACT NUMBER
BETWEEN THE CITY OF LOS ANGELES AND COMPUTER SCIENCE CORPORATION
FOR THE SAAS E-MAIL AND COLLABORATION SOLUTION (SECS)

THIS CONTRACT ("**Contract**") is made and entered into, to be effective as of [Effective Date] ("Effective Date"), by and between **City of Los Angeles,** California, a municipal corporation **(**hereinafter referred to as the "**City**"), and **Computer Sciences Corporation,** a Nevada corporation, (hereinafter referred to as "**CSC**" or "**Contractor**" or "**Team CSC**").

WITNESSETH:

WHEREAS, the **City**'s Information Technology Agency (hereinafter referred to as "**ITA**") is responsible for coordinating and facilitating electronic communications and associated operations for the City of Los Angeles; and

WHEREAS, the **City** desires to replace an existing outdated system with a new solution being implemented by the **Contractor**, that includes a Google Docs and Mail based e-mail, collaboration, eDiscovery, archiving, video conferencing, as well as other communicative and desktop applications; and

WHEREAS, **Contractor** was selected by the **City** following a Request for Proposal issuance for a Software as a Service (SaaS) model E-mail and Collaboration System; and

WHEREAS, the services to be performed by **Contractor** are of an expert and technical nature and are temporary and occasional in character,

WHEREAS, the **City** is establishing this **Contract** to implement (install, migrate and deploy) the Google Apps Premier Edition which will replace the **City**'s current e-mail system(s) with a non-premise based e-mail solution and will add Google office automation and collaboration tools, all provided in a "Software as a Service" (SaaS) model, for over forty (40) non-proprietary **City** departments,

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

1. SCOPE OF WORK

The **Solution**, as defined in Section 12, replaces the **City**'s current GroupWise e-mail system and adds collaboration tools for over forty (40) non-proprietary **City** department users. The **Solution** must be implemented by **Contractor** per Section 1 and thereafter supported as required herein (Implementation and follow-on support supplied by **Contractor** hereafter referred to as "Support Functions").

The **City** expects to replace 17,000* to 30,000* user e-mail accounts immediately, dependant on scheduling. Implement the entire **Solution** and migrate historical data (archive and backup) from existing e-mail system **Contractor** shall by October 1, 2009 for all council-controlled departments (as specified in the Schedule of Work) and additionally implement, thereafter, the entire **Solution** for 13,000* users (from LAPD) by December 31, 2009.

Note(*) – Numbers are approximates and representative.

The **City** will also make this opportunity available to proprietary departments of the City of Los Angeles and other Public Agencies within the State of California. **Contractor** agrees to offer the same Services under the same terms and conditions to both **City** proprietary departments and to any other California government entities in accordance with the pricing schedules and catalog contained in Appendix E.

The exact quantities of e-mail accounts will be determined during the implementation-planning phase. Not all departments (proprietary or non-proprietary) may be included in the initial implementation.

1.1   Minimum Required Solution Implementation (overview of solutions in Appendix B).
The **City** intends to establish and the **Contractor** will implement, the following solutions, services and capabilities provided in a SaaS model utilizing the **Solution**.

    1.1.1   E-mail requirements must have the following functionality:
        1.1.1.1   Basic e-mail functionality, including but not limited to send, receive, format, and attachment;
        1.1.1.2   Inbox limit of no less than 25 GB per user;
        1.1.1.3   Attachment size of no less than 1 GB per email;
        1.1.1.4   Ability to create user defined e-mail groups or personal folders based on search criteria;
        1.1.1.5   Ability to define rules for e-mail handling within the inbox;
        1.1.1.6   Ability to add both personal signatures and notes;
        1.1.1.7   Ability to push contact lists and web links to mobile devices;
        1.1.1.8   Ability to retain e-mail (List per-user limit, if any);
        1.1.1.9   Ability to copy, move, and store information to desktop or local storage;
        1.1.1.10   Ability to print stored information locally;
        1.1.1.11   Ability to scan or fax from multifunction devices to e-mail;
        1.1.1.12   Work with **City** staff to establish remote printing to a **City** facility;
        1.1.1.13   Ability to send, assign and delegate tasks;
        1.1.1.14   Ability to use e-mail system remotely;
        1.1.1.15   Ability to set up auto reply messaging;
        1.1.1.16   Ability to access email inbox remotely;
        1.1.1.17   Ability to synchronize email data with mobile devices (i.e. BlackBerry);
        1.1.1.18   Ability to delegate all e-mail functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, and all other functionality);
        1.1.1.19   Ability to define proxy access limitations (e.g., Read/Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders); and
        1.1.1.20   Retract and/or retrieve within **City** e-mail system.

    1.1.2   Contact Management requirements must have the following functionality:
        1.1.2.1   Must include basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, phone number, fax number, mailing address, e-mail address, business address, contact log, notes, etc.;
        1.1.2.2   Ability to synchronize contact information with desktop applications
        1.1.2.3   Ability to synchronize contact information with industry standard mobile devices (i.e. Blackberry);
        1.1.2.4   Ability to access data remotely;

1.1.2.5   Ability to synchronize data with mobile devices (i.e. BlackBerry);

1.1.2.6   Ability to share contact lists;

1.1.3   Calendar requirements must have the following functionality:

      1.1.3.1   Must include basic calendaring functionality, including but not limited to appointment, event, and sharing;

      1.1.3.2   Ability to view multiple calendars at same time (both personal and global);

      1.1.3.3   Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment;

      1.1.3.4   Ability to manage resources by proxy (e.g., delegate calendar management, set "view-only" or "edit" rights, etc.) to another staff member;

      1.1.3.5   Ability to print calendars locally in standard formats (such as daily, weekly, monthly, Franklin format, etc.);

      1.1.3.6   Ability to view and schedule from "free-busy" information;

      1.1.3.7   Ability to view or hide appointment details;

      1.1.3.8   Ability to access data remotely;

      1.1.3.9   Ability to synchronize data with mobile devices (i.e. BlackBerry);

      1.1.3.10   Show non-detailed "free-busy" schedule as determined by each individual user.

1.1.4   e-Discovery requirements must have the following functionality:

      1.1.4.1   Ability to search based on the following criteria:

      1.1.4.2   Content;

      1.1.4.3   Sender and/or recipient;

      1.1.4.4   Date range; and

      1.1.4.5   Metadata.

      1.1.4.6   Ability to store search results with any metadata; and

      1.1.4.7   Ability to add and delete from search results to create an e-Discovery set.

1.1.5   Archive and Backup requirements must have the following functionality:

      1.1.5.1   Ability to store and retrieve all e-mail data for a minimum of 180 days: 90 days available to the user and 90 additional days available to System Administrators before data is automatically processed for long-term archive.

      1.1.5.2   Ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per **City** policy or legal requirements;

      1.1.5.3   Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata with different archival periods;

      1.1.5.4   Ability to view, and perform all normal e-mail functions on archive by an e-mail administrator without having to restore;

      1.1.5.5   Ability to archive data up to and including the archive limit (see Appendix E);

      1.1.5.6   **City**'s archive storage limit is unlimited; and

      1.1.5.7   Ability to restore archived e-mail data to "live" status.

1.1.6   Collaboration requirements must have the following functionality:

      1.1.6.1   Ability to share data and files stored within the **Solution**;

1.1.6.2   Ability to have multiple staff members work on common files at the same time from different or separate **City** work locations;

1.1.6.3   Ability to collaborate with staff members that are telecommuting or otherwise away from a **City** facility;

1.1.6.4   Availability of a Wiki type solution for collaboration that allows changes to be tracked by user; and

1.1.6.5   Ability to maintain version control on all collaboration files (i.e., who, what, when).

1.1.7   Solution Administration requirements must have the following functionality:

1.1.7.1   Ability, from the administrative console (tool provided by **Contractor**), to:

1.1.7.2   Fully manage all **City** accounts within the **City** network, including but not limited to addition, deletion, manipulation and suspension;

    (1)   Fully manage SaaS identity and user accounts;
    (2)   Control SPAM or provides anti-spam;
    (3)   Control virus or provide anti-virus (including spyware);
    (4)   Apply content filter;
    (5)   Ability to apply policies in managing solutions;
    (6)   Review restricted e-mail;
    (7)   View all calendars and appointments;
    (8)   Print historical, statistical and usage reports locally;
    (9)   Prioritize e-mail accounts;
    (10)   Manage attachment size;
    (11)   Setup mail routing;
    (12)   Manage multiple separate Global Address Lists (GALs);
    (13)   Use "White list", "Blacklist", and aliases; and
    (14)   Ability to manage optional solutions as cited in Section 1.2 below.

1.1.7.3   Ability to use all domain names used within **City** as e-mail extensions;

1.1.7.4   Ability to synchronize e-mail identities with identities that are managed in our internal authentication directory;

1.1.7.5   Ability to control Blackberry, Treo, iPhone and other such mobile/smart Devices, including the ability to synchronize calendar, contacts and e-mail (e.g., Blackberry Enterprise Server, etc.);

1.1.7.6   Ability to control e-mail storage limits per user based on maximum storage limits;

1.1.7.7   Ability to integrate with internal applications using e-mail, specifically using SMTP, IMAP, SOAP, POP3, etc.;

1.1.7.8   Ability to manage DNS;

1.1.7.9   Ability to migrate Historical or user Archives from current proprietary format to proposed **Solution** after implementation; and

1.1.7.10   Ability to implement Administrative Console in a distributed manner to different departments, with differing levels of access.

1.1.8   Integration requirements must have the following functionality:

1.1.8.1   Ability to integrate with standard Mobile Devices (i.e. BlackBerry);

1.1.8.2   Applications that utilize e-mail notifications;

1.1.8.3   Infrastructure devices that utilize e-mail notifications;

1.1.8.4   Novell Identity Management

1.1.8.5   Microsoft Active Directory; and

1.1.8.6 Files stored On-site.

1.1.9 Training requirements must have the following:
    1.1.9.1 Train-the-Trainer for in-house Citywide Staff training;
    1.1.9.2 Train a core group of at least 100 trainers trained that will train the remaining **City** staff;
    1.1.9.3 Administrative Staff; and
    1.1.9.4 Availability of on-line training (by function).

1.1.10 Security requirements must have the following functionality:
    1.1.10.1 Ability to provide segregation of **City** data from other data;
    1.1.10.2 Ability to log access to all **City** data by **City** staff;
    1.1.10.3 Ability to log access to all **City** data by non-**City** staff; and
    1.1.10.4 **City** email and Google Message Discovery (GMD) data remaining within the continental United States.

1.2 ADDITIONAL SOLUTIONS (overview of solutions in Appendix B).
The **City** intends to establish and the **Contractor** will implement, the following additional solutions, services and capabilities "Additional Solutions" provided in a SaaS model utilizing the **Solution**, as an option to **City** departments and staffs.

1.2.1 Instant Messaging requirements must have the following functionality:
    1.2.1.1 Ability to utilize internally;
    1.2.1.2 Ability to utilize externally;
    1.2.1.3 Ability to record conversations; and
    1.2.1.4 Ability to control above from a Global, Group or individual perspective with the Administrative Console.

1.2.2 Office Productivity requirements must have the following functionality:
    1.2.2.1 Word Processing;
    1.2.2.2 Spreadsheet capability;
    1.2.2.3 Presentation tools; and
    1.2.2.4 Ability to read, open, edit and display standard office product formats.

1.2.3 Video Conferencing
    1.2.3.1 One-to-one internally;
    1.2.3.2 Multiple locations internally;
    1.2.3.3 Ability to utilize saved video files within office productivity tools;
    1.2.3.4 Externally;
    1.2.3.5 Real-time on-screen notation;
    1.2.3.6 Remote Desktop Access/Control;
    1.2.3.7 Ability to record videos; and
    1.2.3.8 Ability to control above from a Global, Group or individual perspective with the Administrative Console.

1.2.4 Virtual Drives
    1.2.4.1 Ability to store files (all types) and work as a virtual drive on the PC desktop and with the operating system file manager;
    1.2.4.2 Ability to search (e-Discovery) files;
    1.2.4.3 Ability to utilize local and SaaS office productivity tools
    1.2.4.4 Availability of List serve capabilities;
    1.2.4.5 Ability to log accesses; and

1.2.4.6   Ability to control above from a Global, Group or individual perspective with the Administrative Console.

1.2.5   Communication Services
1.2.5.1   Ability to translate electronic communication;
1.2.5.2   Ability to utilize "TTY" communication; and
1.2.5.3   Ability to control above from a Global, Group or individual perspective with the Administrative Console.

1.3 Future Services and Enhancements:

Contractor may offer additional Google services, including, but not limited to, archived storage independent of a named user, Google Search, Maps, and Earth. **Contractor** may also offer future products from Google, as they become available. The addition of products to the **Contract** and catalog will be completed by written contract modification, executed by the parties. **Contractor** will add existing and future products to **Contractor** 's price list in Appendix E, after agreement is completed and executed between **Contractor** and the City of Los Angeles.

2.   DOCUMENTATION

The project deliverable documents shall consist of the below-listed items (defined in Appendix C).

2.1   A Project Plan

2.2   Progress Reports

2.3   Design Documentation, network diagrams, routing diagrams, security documents

2.4   Equipment Lists

2.5   Materials and Equipment Lists

2.5.1   The material items (tools, software, network throughput, and hardware) that are required within the **City**'s internal network to support the proposed **Solution**; and

2.5.2   Minimum workstation requirements for the both Required and Optional Solutions within the **Solution**; and

2.5.3   Indicate whether Novell GroupWise client must remain active during migration of archived e-mail.

3.   TRAINING REQUIREMENTS

3.1   The **Contractor** shall provide training for the **City**'s operations and maintenance personnel to competently operate and maintain the Solution, and **Contractor**-installed equipment/subsystems, as specified in Statement of Work (Appendix B).

3.2   The training shall be inclusive of all the items in the **Solution**, such as; all applications, available systems, administrative, etc.

3.3   The training will be conducted according to a plan provided by the **Contractor**. The plan shall detail how and when the training will be accomplished, what training materials will be provided, and any necessary pre-requisites.

3.4   The **Contractor** shall submit the proposed training plan and all training course material to the **City** for review and approval prior to any training courses.

3.5   The **Contractor** shall prepare and provide all the course materials, lesson plans, demonstration equipment and test equipment necessary to teach the course.

3.6   The **City** shall provide standard training equipment (e.g., projectors, easels, etc.) as required, according to the training plan. The **Contractor** pricing is inclusive of all training, including all the materials and equipment provided by the **Contractor**.

3.7   All **Contractor**-provided training shall be conducted at **City** facilities in Los Angeles, unless otherwise specified by the **City**.

3.8   Course instructors shall verify the results of training with a suitable test/examination at the completion of each training course, and provide certification to all **City** personnel who pass the course.

3.9   **Contractor** shall grant the **City** a license to use all documentation developed for the course and **Contractor** shall supply via electronic transfer of one electronically editable copy of all training course materials to **ITA**. Hardcopy formats will not be accepted unless mutually agreed to in writing.

4. SERVICES

This **Contract** sets forth the terms and conditions under which the **Contractor** agrees to license certain hosted "software as a service" and provide all other services, data import / export, monitoring, support, backup and recovery, and training necessary for **City**'s productive use of such software (the "**Solution**"), as further set forth on Appendix B, attached. The **City** shall perform its responsibilities set forth in the same Statement of Work. **Contractor** will partner with the **City** to ensure proper change management and assist in identifying any required technology upgrades within the **City**'s network in support of this implementation. **Contractor** and the **City** shall use commercially reasonable efforts to fulfill their respective obligations in a timely manner in order to achieve the agreed milestones and dates set forth in the Statement of Work and other Project Control Documents. Any work product contained herein in any aspect of a Service shall be made in accordance with the Work Product provisions set forth in Appendix C – Work Product.

4.1   Authorized Users. Unless otherwise limited in Appendix B, **City** and any of its employees, agents, contractors, suppliers of services or other designated users that have a need to use the **Solution** for the benefit of **City** shall have the right to operate and use the same. As a part of the **Solution**, **City** shall be responsible for all user identification and password change management.

4.2   Backup and Recovery of **City**'s Data. As a part of the **Solution**, **Contractor** is responsible for maintaining a backup of **City** Data, for an orderly and timely recovery of such data in the event that the availability of the **Solution** may be interrupted.   Backup and Recovery of the **City** Data will be in accordance with Appendix F – SLAs.

4.3   If the **City** wishes to discontinue use of the **Solution** and retrieve all user data, administrative interfaces and open APIs exist that provide access to all user data. With sufficient additional technical services resources and sufficient available bandwidth, all user data can be retrieved within 5 days, and **Contractor** will authorize the deletion of all user data within the **Solution**.

4.4 Non-exclusivity. Nothing herein shall be deemed to preclude **City** from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by **Contractor** hereunder.

4.5 Subcontractors. **Contractor** shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Contract, without **City**'s prior written consent and any attempt to do so shall be void and without further effect. **City**'s consent to **Contractor**'s right to subcontract any of the Services shall not relieve **Contractor** of any of its duties or obligations under this Contract, and **Contractor** shall indemnify and hold **City** harmless from any payment required to be paid to any such subcontractors. Use of subcontractors, if allowed, shall be pursuant to PSC-12 in Appendix A.

    4.5.1 <u>Subcontractors</u>. The **City** hereby approves the use of the following contractors by **CONTRACTOR**:
        4.5.1.1   Google
        4.5.1.2   SADA
        4.5.1.3   Appirio

4.6 CHANGE NOTICES AND AMENDMENTS

    4.6.1 The parties may mutually agree to change any portion of the work required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 4.6.

    4.6.2 For any change (including any supplement) requested by **City** prior to Final Acceptance that is within the permissible scope of a Change Notice, **Contractor** shall, within five (5) days after notification of **City**'s change request, prepare a written proposal in accordance with the Change Notice Impact Criteria which includes: (i) specific details regarding any Third-Party Software and additional System hardware that will be required to implement the requested change; (ii) a statement of the impact on the System; (iii) a mutually agreed to price; (iv) a statement of the impact on the Project Schedule, if any; (v) **Contractor**'s proposed staffing and anticipated number of hours for each staff member; and (vi) any other information reasonably requested by **City**. **Contractor**'s written proposal shall be valid for sixty (60) days from submission and, at **City**'s discretion, shall be negotiated in accordance with the Change Notice Impact Criteria and the provisions of this Agreement. In the event that agreement is reached, a Change Notice, which incorporates the requested change and the agreed-upon terms thereof, shall be prepared and executed by **City** and **Contractor**, and the requested change therefore shall be implemented in accordance with such Change Notice. Any change that is outside of the permissible scope of a Change Notice shall only be effective if authorized by the **City** Council and executed by the Office of the Mayor.

    4.6.3 Notwithstanding anything to the contrary, changes to any portion of the Agreement shall be made by a written agreement executed by duly authorized representatives of **City** and **Contractor**.

    4.6.4 Notwithstanding any other provision of this Section 4.6 or PSC-10 A "Termination for Convenience", **City**'s Project Manager (or escalated staff)

shall take all appropriate action to carry out any orders of the **City** Council relating to this Agreement, and, for this purpose, in addition to any other authority expressly granted to **City**'s Project Manager in this Agreement, **City**'s Project Manager (or escalated staff) is authorized to: (1) issue written notice(s) of partial of complete termination of this Agreement pursuant to Termination for Convenience in accordance with the following restrictions, but otherwise without further action by the **City** Council or Office of the Controller; and (2) prepare and sign Change Notices in accordance with the following restrictions, but otherwise without further action by the **City** Council or **City**'s Purchasing Agent.

4.6.5   Such notices of partial or complete termination shall be deemed authorized only after all of the following conditions have been satisfied:

4.6.5.1   Change Notices shall be in compliance with this Agreement and with all applicable City laws, rules, regulations, ordinances, guidelines, and directives.

4.6.5.2   **City**'s Project Manager shall obtain the approval of **City** Council for any Change Notice that exceeds the Contract Sum.

4.6.5.3   Unless approved by the **City** Council, the Project Price may not be increased to any amount in excess of the Contract Sum or extend the due date for implementation (Section 1), as set forth in Appendix D (Project Schedule and Plan), for more than 60 days.

4.7   Acceptance of Deliverables. Acceptance of Deliverables shall be made in accordance with the acceptance provisions set forth in the applicable Statement of Work (Appendix B)

4.8   **City** Resources and **Contractor** Resources. In accordance with the terms set forth in Appendix B, each party shall provide certain resources (**City** Resources and **Contractor** Resources, as the case may be) to the other party as **City** and **Contractor** may mutually deem necessary to perform the Services.

4.8.1   **City** Resources. If so described in Appendix B, where **City** provides resources (e.g., technology equipment) to **Contractor** that are reasonably required for the exclusive purpose of providing the Services, **Contractor** agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. **Contractor** shall return the resources to **City** in substantially the same condition as when **Contractor** began using the same, ordinary wear and tear excepted. **City** shall provide the **City** Resources, if any, described in Appendix B.

4.8.2   **Contractor** Resources. In addition to any **Contractor** Resources described in Appendix B, the **Contractor** shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that **City** Data is secure to the standards and satisfaction of **City**, and provide for an optimal response time for **City**'s users of the **Solution** (Appendix F). Where **Contractor** fails to provide such minimal **Contractor** Resources, **City** shall have the right to immediately terminate this **Contract** or the applicable Appendix B, in whole or in part, without liability.

5. REPRESENTATIONS AND WARRANTIES

5.1   Mutual Representations and Warranties. Each of **City** and **Contractor** represent and warrant that:

    5.1.1   it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

    5.1.2   it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Contract;

    5.1.3   this Contract, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

    5.1.4   the execution, delivery, and performance of this **Contract** has been duly authorized by it and this **Contract** constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, and similar laws affecting creditors' rights generally and by general equitable principles;

    5.1.5   it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this **Contract** and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Contract; and,

    5.1.6   there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Contract.

    5.1.7   **Contractor's** obligation to perform shall be excused on a day for day basis for each day the **City** fails to meet its performance obligations (e.g. **City** furnished information, facility and equipment access, decisions, etc.) as stated in the milestones (Appendices B, C and D)and/or schedules mutually agreed to.

5.2   By **Contractor**. **Contractor** represents to the **City** and warrants that:

    5.2.1   **Contractor** is possessed of the knowledge necessary to assist the **City** in implementation of the Services;

    5.2.2   **Contractor** knows the particular purpose for which the **Solution** is required;

    5.2.3   **Contractor** has the experience and is qualified to perform the tasks involved with providing the "Support Functions" in an efficient and timely manner.

    5.2.4   The Services will achieve in all material respects the functionality described in Appendix B and that such functionality shall be maintained during the Term;

    5.2.5   **Contractor** warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to delivery to **City** and that **Contractor** will continue to take such step with respect to any code delivered to **City** to correct any identified error. **City** hereby warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to installation and that **City** will continue to take such step with respect to any code delivered to **City** to correct any identified error. **Contractor** warrants that it will maintain a copy of the current version and the

one (1) immediately preceding version of the Software which have been tested as set forth herein. Upon **City**'s request, **Contractor** agrees to make such copy of the Software available to **City**, for **City**'s comparison with **City**'s copy of the Software. **Contractor** further warrants to **City** that it is not the policy of **Contractor** to intentionally include disabling mechanisms or computer viruses into software provided to its customers and that should such policy change, **Contractor** will advise **City** in advance and, upon **City**'s request, will provide **City** with the code(s) necessary to defeat any such disabling mechanisms or computer viruses, intentionally inserted by **Contractor** or its employees into the Software.

      5.2.6   Implementation warranty means the **Solution** will operate without material defects for thirty days after Full and Final Acceptance.

5.3   **City** warrants that **Contractor**'s use of any and all materials furnished by **City** hereunder does not infringe any intellectual propriety rights of any third party.

5.4   EXCEPT AS SET FORTH IN THIS SECTION 5, THE PARTIES EXCLUDE FROM THIS AGREEMENT ALL REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

6. PERIOD OF PERFORMANCE

The term of this **Contract** shall commence on the date the **Contract** is fully executed in conformance with Appendix A, PSC-4 ("Effective Date"), and shall terminate 3 years there from, or at such time as all funding provided herein has been expended, whichever occurs first. This **Contract** shall be subject to termination by the **City** if funds are not appropriated for these services in the ensuing fiscal year commencing July 1. The **City** has the right to extend said **Contract** for two 1-year periods past the initial 3-year period at its sole discretion.

7. FEES AND EXPENSES

7.1   The fees due **Contractor** in connection with a these Services, exclusive of taxes, are set forth in the Statement of Work. In the absence of a signed Change Notice setting forth the fees pertinent to a change, **Contractor** shall be paid on a time-and-materials basis, at the rates contained in Appendix H – **Contractor** Service Rates or mutually agreed fixed price.

7.2   As a fixed bid contract, the **City** shall pay **Contractor** on the following schedule:

      7.2.1   **Implementation Fees**:
          7.2.1.1   20% upon the **City**'s Acceptance of the Implementation Plan.
          7.2.1.2   20% upon the **City**'s Acceptance of 50% completion of accepted plan.
          7.2.1.3   20% upon the **City**'s Acceptance of 75% completion of accepted plan.

7.2.1.4   20% upon the **City**'s Acceptance of 95% completion of accepted plan.

7.2.1.5   20% upon completion of the Implementation Warranty in Section 5.2.6.

7.2.2   **Fees for** the **Solution** shall be paid per the attached payment schedule and prorated to the actual commencement of the **Solution**, by number of **City** staff, by activation date per pricing schedule (Appendix E).

7.3   Except as otherwise expressly provided in the relevant Statement of Work all invoices shall be due and payable within thirty (30) days of receipt by the **City**. Invoices shall be submitted to the **City** as specified in Section 8.2 below. Payment will be made in US dollars.

7.4   PURCHASE END USER ACCOUNTS.

The **City** can only purchase End User Accounts on pre-paid annual basis.

7.5   END USER ACCOUNTS SERVICE TERMS

7.5.1   Initial Term: Prorated Terms. The initial term for the first "Executed Order for End User Accounts" on a given Customer Domain Name will be twelve months beginning on the Service Commencement Date. End User Accounts in the same agency organization purchased after the Service Commencement Date will have a pro-rated term beginning on the date of the Executed Order and ending on the expiry of the initial term. The beginning of the Term is determined by the date of the Executed Order, and not by the date of provisioning End User Accounts.

7.5.2   Cancelling Automatic Renewal. The **City** may disable automatic renewal up to an including the day prior to the anniversary date.

7.5.3   No Cancellations or Refunds or Transfer Executed Orders placed by the **City** cannot be cancelled. No refunds will be issued for Executed Orders. End User Accounts cannot be transferred by the **City** from one Customer Domain Name to another.

8. COMPENSATION AND PAYMENT

8.1   COMPENSATION

8.1.1   The Project Price, which is a total obligation and not a fixed price, shall be the total monetary amount payable by **City** to **Contractor** for supporting all of the, tasks, subtasks, Deliverables, services and other work required under this Agreement, provided that nothing herein shall be deemed to preclude **City** from unilaterally increasing the Project Price in connection with any executed Change Notices under Section 4.6. All Deliverables completed by **Contractor** must be Accepted in writing by **City**. If **City** does not Accept a Deliverable in writing or Provisionally Accept such Deliverable, no payment shall be due to **Contractor** for that Deliverable or any associated Milestone. The Project Price, which includes all applicable taxes, transportation and other charges hereunder, authorized by **City** hereunder is a not to exceed amount of Seven Million Two Hundred Fifty Thousand Dollars ($7,250,000). Except in

accordance with a properly executed Change Notice, the Project Price shall not be adjusted for any costs or expenses whatsoever of **Contractor**. Except in accordance with a properly executed Change Notice, **City** shall have no other financial obligation to **Contractor** hereunder or arising herefrom. Notwithstanding anything to the contrary, the Project Price may not be increased (e.g., pursuant to one or more Change Notices) beyond the Contract Sum without authorization from the **City** Council, and any purported increase beyond the Contract Sum shall be deemed void and of no force or effect. As used herein, the term "Contract Sum" shall mean Seven Million Two Hundred Fifty Thousand Dollars ($7,250,000).

8.1.2 Notwithstanding any provision of the 8.1.1, **Contractor** shall fully perform and complete all work required of **Contractor** in exchange for the amounts to be paid to **Contractor** as set forth in the Agreement for the fixed price implementation costs.

8.2 INVOICE

Contractor shall submit an invoice to **ITA**, in triplicate, with all supporting documentation. Payment of invoices shall be subject to approval by **City**. Invoices shall show the **City** Contract Number, **Contractor**'s State of California Sales and Use Tax Permit Number, and City of Los Angeles Business Tax Registration Certificate Number. Invoices shall be submitted to the following address:

> City of Los Angeles - ITA
> Finance and Administrative Services
> 200 N. Main Street, Room 1400
> Los Angeles, CA 90012

Contractor is required to submit invoices that conform to the **City** standards and include, at a minimum, the following information:

8.2.1 Name and address of **Contractor**

8.2.2 Name and address of (**City**'s) department being billed

8.2.3 Date of the invoice and period covered

8.2.4 Reference to Contract number

8.2.5 Description of completed task, including category of performed work and amount due for the task

8.2.6 Payment terms, total due and due date

8.2.7 Certification by a duly authorized officer of **Contractor**

8.2.8 Discounts and terms (if applicable)

8.2.9 Remittance Address (if different from **Contractor** address)

All invoices shall be submitted on **Contractor**'s letterhead, contain the **Contractor**'s official logo, or contain other unique and identifying information such as name and address of **Contractor**. Invoices shall be submitted within 30 days of service, or monthly. Invoices are

considered complete when appropriate documentation or services provided are signed off as satisfactory by the **City**'s Project Manager or his designee.

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

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

9. PARTIES TO THE CONTRACT AND REPRESENTATIVES

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

9.1   Parties To The Contract
The parties to this **Contract** are:

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

9.1.2   **Contractor**: Computer Sciences Corporation, a Nevada Corporation, through its State and Local Solutions Division located at 7459A Candlewood Road, Hanover, Maryland 21076.

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

David W. Beach
Contracts Administrator
Computer Sciences Corporation
7459A Candlewood Road
Hanover, Maryland 21076
(410) 691-6624 -, Phone Number
Dbeach3@csc.com

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

Kevin K Crawford
Assistant General Manager
200 North Main Street, Room 1400

Los Angeles, CA 90012
(213) 978-3311, Phone number
(213) 978-3310, Facsimile Number
Kevin.Crawford@lacity.org

9.4 **City**'s Project Manager
The **City** hereby appoints the following person to act as the project manager.

Emilia Yanez
Information Systems Manager
200 North Main Street Room 1400
Los Angeles, CA 90012
(213) 922-8379, Phone number
(213) 978-3310, Facsimile Number
Emilia.Yanez@lacity.org

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

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

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

10. CONFIDENTIALITY & PROPRIETARY RIGHTS

10.1 **City**'s Data
City's information, or any derivatives thereof, contained in any **Contractor** repository (the "**City** Data," which shall also be known and treated by **Contractor** as Confidential Information) shall be and remain the sole and exclusive property of the **City**. The **City** shall be entitled to an export of **City** Data without charge, upon the request of the **City**. **Contractor** is provided a license to **City** Data hereunder for the sole and exclusive purpose of providing Services, including a limited non-exclusive, non-transferable license to store, record, transmit, and display **City** Data only to the extent necessary in the provisioning of the Services. Except for approved subcontractors, **Contractor** is prohibited from disclosing **City** Data to any third party without specific written approval from the **City**.

10.2 Non Disclosure
The use and disclosure of such information is governed by the NON-DISCLOSURE AGREEMENT contained in Appendix I.

10.3 No License
Nothing in this **Contract** shall be construed to grant either party any ownership or other interest, in **City** Data, or Confidential Information, except as may be provided under a license specifically applicable to such Confidential Information.

10.4   Assignment of Warranties and Licenses
For any optional products and services procured by the **City** from **Contractor** pursuant to Section 4, **Contractor** shall, for the protection of the **City**, demand from all vendors and suppliers guarantees with respect to such products and services, which shall be made available to the **City** to the fullest extent permitted by law and the terms thereof. **Contractor** shall render all reasonable assistance to the **City** for the purpose of enforcing same, provided that such costs shall be reimbursable to **Contractor** by the **City** if the Change Order Proposal is based on a cost reimbursable pricing approach.

11. INFORMATION SECURITY

Contractor acknowledges that **City** has implemented an information security program (the **City** Information Security Program, as the same may be amended) to protect **City**'s information assets, such information assets as further defined and classified in the **City** Information Security Program (collectively, the "Protected Data").Where **Contractor** or its subcontractors have access to the Protected Data, **Contractor** acknowledges and agrees to the following.

11.1   Undertaking by **Contractor**. Without limiting **Contractor**'s obligation of confidentiality as further described herein, **Contractor** shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of **Contractor**, if any, comply with all of the foregoing.

11.2   Right of Audit by **City**. **City** shall have the right to review **Contractor**'s information security program prior to the commencement of Services and from time to time during the term of this Contract. During the performance of the Services, on an ongoing basis from time to time and with reasonable notice, **City**, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of **Contractor**'s information security program. In lieu of an on-site audit, upon **Contractor** option, **Contractor** shall complete, within forty-five (45 days) of receipt, an audit questionnaire provided by **City** regarding **Contractor**'s information security program.

11.3   Audit by **Contractor**. No more than annually, **Contractor**, at its own expense, shall conduct a SAS-70 or equivalent audit of Google's information security program and provide such audit findings to **City** upon formal written request.

11.4   Audit Findings. **Contractor** shall implement any required safeguards as identified by **City** or information security program audits.

12. DEFINITIONS

12.1   "Acceptance" (and the various tenses of the word); shall mean the **City**'s written approval of any Deliverables or Services provided by **Contractor** to the **City**.

12.2   "Acceptance Test" shall mean the conduct of the series of tests and protocols specified in the Statement of Work (Appendix B) for a particular Deliverable (Appendix C) or a test by mutual agreement. The successful completion of which the Acceptance Test will signify the successful delivery of such Deliverable.

12.3 "Affiliate" means a governmental entity incorporated and recognized under the laws of California.

12.4 "Business Day": Shall mean a day in which general business operations of the **City** are conducted, but shall not include any day in which the general business offices of the **City** are closed. All other references to "days" refer to calendar days.

12.5 "Change Notice": Shall mean a modification or clarification of the Statement of Work, Services or Deliverables that is duly adopted by the Parties in accordance with the Change Management Process.

12.6 "Change Management Process": Shall mean the provisions relating to processes for the modification or amendment of the Statement of Work or the Specifications as set forth in the Statement of Work (Appendix B).

12.7 "**City**": Shall mean the City of Los Angeles, each and every subdivision or unit thereof constituted now and in the future (including territories within Los Angeles County, California not currently serviced by the City of Los Angeles and other entities with whom the City of Los Angeles contracts to provide services to the **City**'s constituents), and each and every entity succeeding in the future to the responsibility of the City of Los Angeles (including such other entities described in this definition) to provide services to the **City**'s constituents.

12.8 In connection with any material that is furnished or delivered by **Contractor** or **City** hereunder, a "Covered Proprietary Right" shall mean (a) a copyright, trademark or trade secret issued, honored and/or enforceable under the laws of the United States of America or any state within the United States of America, or (b) a United States.

12.9 "Confidential Information" for the **City** shall mean all **City** data of any form (including but limited to: email, calendar, contact management, attachments, recordings (video or audio), transcripts, files, APIs, setup/configuration information, plans, or designs).

12.10 "**Contractor** Tools" shall mean any and all of **Contractor**'s proprietary materials, information and know-how, used by **Contractor** in the conduct of its business, including, by way of illustration but not limitation, technical information, plans, designs, templates, processes, methodologies, procedures, reusable software (such as source code, object code, routines and libraries that are commonly used in connection with, and are generic to the development of, a typical computer program) and generic software features (such as text, graphics, menus, icons and other, commonly-used elements that are generic to computer programs), together with improvements and modifications thereof.

12.11 "Deliverable" shall mean a tangible work product developed for and delivered to **City**, as set forth in the relevant Statement of Work (Appendix B). By way of example, a Deliverable may consist of a plan, a report, a design, or a software module.

    12.11.1 In the case of items to be delivered in tangible form, upon the transfer of possession of the item to the control of the respective **City** personnel designated to receive such possession at the designated time and place, or if no place is designated at such person's office.

    12.11.2 In the case of items to be delivered by electronic transmission, upon the successful completion of such transmission to the designated **City** computer and verification of the accuracy of such transmission.

    12.11.3 In the case of items for which payment is conditioned upon the completion of an Acceptance Test, then, upon the certification by the designated agent or employee of the **City** that such Acceptance Test has been completed to the

satisfaction of such agent. If **Contractor** disagrees with the **City**'s determination of whether an Acceptance Test has been completed, it may submit the matter to dispute escalation pursuant to Appendix G.

12.11.4 In all other cases, upon the completion of the Services encompassed by such Deliverable in all material respects as set forth in the applicable schedule or Appendix to the Contract

12.12 "Executed Order for End User Accounts" shall be coincident with the provision (creation) of a named user in the **Solution**.

12.13 "Free-Busy" shall mean the capability to view and schedule **City** personnel through the Calendar tool, by showing availability of selected personnel. Note this ability to do so may be disabled by **City** personnel.

12.14 "Full and Final" acceptance shall mean the acceptance of all tests agreed to in Appendices B, C or D or Change Notices.

12.15 Pricing Schedule": Shall mean the schedule of prices and payments attached as Appendix E.

12.16 "Project" shall mean the services to be rendered to **City**, and the related intangible and tangible Deliverables, as set forth in a Statement of work; including without limitation all Services stipulated under the term of this agreement.

12.17 "Project Completion": Shall mean the completion of all Project Phase Completions and all Deliverables and Services under the Statement of Work and the successful completion of all Acceptance Tests for all Deliverables and Services.

12.18 "Project Control Document": Shall mean a mutually agreed to change in writing to this **Contract** or its appendices. The Project Control Document shall be signed by the **City**'s Contract Owner and **Contractor**'s Principle Contract Administrator and may require approval by **City** Council. The signature authority may be delegated, but such delegation constitutes a Project Control Document.

12.19 "Project Plan": Shall mean the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Contract.

12.20 "Protected Data" shall mean any "Confidential Data" that has significant security information contained therein.

12.21 "Severity Level": Shall mean a particular level identified in the table immediately below as determined by the type of Service Interruption.

Severity	Definition
1 - Critical	A problem with **Contractor** supported Service causing critical impact to the **City**'s business operation. No workaround is immediately available and work using the **Solution** cannot continue.
2 - Serious	A problem with **Contractor** supported Service causing significant impact to the **City**'s business operation. A workaround is available but is unacceptable on a long-term basis.
3 - Moderate	A problem with **Contractor** supported Service that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the **Solution** or a

	request for **Services** enhancements.

12.22 "Services": Shall mean and include all services to be performed or provided by **Contractor** pursuant to the **Contract** and any Schedules and Appendices hereto, including without limitation, service installation, maintenance, testing, project management, consultation, "Support Functions", the "**Solution**", and provisioning of Third Party Products, whether under the initial Statement of Work or any Change Notice.

12.23 "**Solution**": Shall mean the Value Added Resale (VAR) of Archive to Go, Google Apps Premier Edition, LDAP Synch, and SSO pursuant to the **Contract** and the Schedules and Appendices hereto.

12.24 "Statement of Work" shall mean an Appendix to this **Contract** that defines, with respect to a specific Project, one or more of the following elements: the scope of the Project, Deliverables, responsibilities of **City**, responsibilities of **Contractor**, the Acceptance criteria applicable to Deliverables, the fees and payment schedule pertinent to the Project, and any modifications of the terms of this **Contract** as they apply to the Project.

12.25 "Specifications": Shall mean the complete set of requirements and specifications for the Service as finalized in accordance with the **Contract** and which shall also include the specifications listed in Appendices B and J.

12.26 "Support Functions": Shall mean services to be performed or provided by **Contractor**, other than the **Solution**, pursuant to the **Contract** and any Schedules and Appendices hereto, including service installation, maintenance, testing, project management, consultation, and provisioning of Third Party Products, whether under the initial Statement of Work or by Change Notice.

12.27 "Third Party Products": Shall mean any computer program supplied to the **City** by an Entity other than **Contractor**, which is required for the operation of the Service and listed in the Statement of Work and/or the License Contract.

13. AGREEMENT MODIFICATIONS, CHANGES OR AMENDMENTS

Pursuant to PSC-5 of Appendix A, this **Contract** plus the attached Appendices constitutes the entire contract between the **City** and **Contractor** and may be amended by further written agreement.

14. INCORPORATION OF STANDARD PROVISIONS/ORDER OF PRECEDENCE

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

14.1   The provisions of this Contract

14.2   Appendix A

14.3   Appendix B through Appendix J

15. Additional Terms not included in Appendix A

15.1 LIMITATION OF LIABILITY

15.1.1 Neither party shall be liable hereunder for penalties or for special, indirect, consequential or incidental losses or damages including, but not limited to, lost profits, lost or damaged data, failure to achieve cost savings, loss of use of facility or equipment, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from strict liability or otherwise, even if a party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

15.1.2 Except as otherwise required under indemnification in the Appendix A - Standard Provisions of City Personal Service Contracts (rev. 03/09), PSC-21 and Section 15.5, **Contractor**'s liability hereunder, regardless of the form of action, shall not exceed:

> In the first 12 months from the Effective Date: $2,100,000
> In the 13-24 months from the Effective Date: $1,400,000
> In the 25-36 months from the Effective Date: $1,400,000
> In the 37-48 months from the Effective Date: $1,400,000
> In the 49-60 months from the Effective Date: $1,400,000

15.1.3 The provisions of this Limitation of Liability shall not limit (a) liability for breach of any confidentiality obligation, (b) liability for infringement of the other party's intellectual property rights, (c) **Contractor**'s liability for personal injury or death or for damage to real property or tangible personal property caused by the negligence or willful misconduct of CONTRACTOR or its employees. (d) payment obligations arising under Article 15.2 of this Agreement in connection with the hiring of an employee of the other party, or (e) liability for payment of interest added by a court of law or an arbitration panel to a judgment entered in any action or proceeding under this Agreement.

15.2 EMPLOYEE HIRING

For purposes of this Section, "to hire" shall mean to hire as an employee and/or otherwise to engage or retain as an independent contractor or consultant. **Contractor** and **City** acknowledge and agree that each of them has invested substantial time and expense in recruiting, hiring, training and retaining employees. If either **Contractor** or **City** hires an employee of the other, as a result of the exposure of such employee to **Contractor** or **City** in the course of activities hereunder, the hiring party will receive significant additional value under this Agreement, at the expense of the other party. Accordingly, if either **Contractor** or **City**, at any time during the Term and within one hundred eighty (180) days thereafter, hires any person who has been involved in rendering or receiving services hereunder as an employee of the other party, the hiring party shall pay to the other party a fee, equal to one hundred percent (100%) of the annualized gross compensation, reportable on a Form W-2 to the Internal Revenue Service, that was most recently earned by such person as an employee of the other party. The provisions of this Section 41 shall not restrict the hiring of any person who:

> (a) has not been involved in rendering or receiving services, on behalf of **Contractor** or **City**, under this Agreement; or

(b) has not been an employee of the other party for one hundred eighty (180) or more days.

This Section sets forth the exclusive remedy of **Contractor** and **City** in each instance in which a party hires a present or former employee of the other. The parties expressly agree that a fee calculated in accordance with this Section is reasonable and adequate

15.3 GOOGLE APPS PREMIER EDITION USE

15.3.1 Click Through Terms On-Line. The **Team CSC** provided Google Apps Premier Edition will present the Google Terms Of Service (TOS) (contained in Appendix J) upon first log in to the Service. The IT Administrator for each domain must accept the Google TOS on-line prior to using the Service.

15.3.2 Modification of the Services. The **City** understands that the Google Apps Premier Edition are standard hosted services provided by **CSC**/Google, and that Google may make commercially reasonable modifications to the Services, or particular components of the Services, from time to time, at no additional cost to the **City**.

15.4 TERMINATION

15.4.1 **Termination for Breach**. For Appendix A PSC 10.b, Termination for Breach of Contract, if section is utilized **Contractor** shall have a commercially reasonable cure period.

15.4.2 **Termination for Funding**. This **Contract** shall be subject to termination by the **City** if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

15.5 INDEMNIFICATION

This clause replaces and supersedes PSC 20 from Appendix A.

Except for the active negligence or willful misconduct of **City**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **Contractor** undertakes and agrees to defend, indemnify and hold harmless **City** and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person including **Contractor** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, error or omissions or willful misconduct incident to the performance of this **Contract** by the **Contractor** or its Subcontractor of any tier. The provisions of the paragraph survive expiration or termination of this Contract.

16. INCORPORATION OF APPENDICES

The following appendices are hereby incorporated into and made a part of this agreement wherever referred to as though set forth at length, except where certain portions of specific appendices have been deleted or superseded by other sections of this Agreement:

Appendix A	Standard Provisions for City Contracts
Appendix B	Statement of Work
Appendix C	Deliverable Definition
Appendix D	Project Schedule and Plan
Appendix E	Pricing Schedule
Appendix F	Service Level Agreement
Appendix G	List of Key Personnel
Appendix H	Contractor Service Rates
Appendix I	Non-Disclosure Agreement
Appendix J	Google Services Agreement

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

APPROVED AS TO FORM: CITY OF LOS ANGELES
Carmen A. Trutanich, City Attorney

By: _____   _____
     Edward M. Jordan   Kevin K Crawford
     Assistant City Attorney   Assistant General Manager
                                               Information Technology Agency

Date: _____   Date: _____

ATTEST: June Lagmay   Computer Sciences Corporation.
          City Clerk

By: _____   _____
                                             Signature

Date: _____   _____
                                             Printed Name

                                             _____
                                             Title

                                             _____
                                             Date

                                             _____
                                             Signature

                                             _____
                                             Printed Name

                                             _____
                                             Title

                                             _____
                                             Date

                                             BTRC No.: _____

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STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

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

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

PSC-4.   TIME OF EFFECTIVENESS

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

  A.   This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;

  B.   This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

  C.   The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

  D.   This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5.   INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto.   This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6.   AMENDMENT

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

PSC-7.   EXCUSABLE DELAYS

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

PSC-8.   BREACH

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

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

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

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

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11.   INDEPENDENT CONTRACTOR

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

PSC-12.   CONTRACTOR'S PERSONNEL

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

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

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

PSC-13.   PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

A.   Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B.   Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14.   PERMITS

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

PSC-15.   CLAIMS FOR LABOR AND MATERIALS

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

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

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

PSC- 17.   RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

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

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

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

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

PSC-22.   <u>INTELLECTUAL PROPERTY WARRANTY</u>

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

PSC-23.   <u>OWNERSHIP AND LICENSE</u>

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

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

PSC-24. <u>INSURANCE</u>

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR,** but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. <u>DISCOUNT TERMS</u>

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

PSC-26. <u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u>

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

PSC-27. <u>NON-DISCRIMINATION</u>

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

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

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

PSC-28.   EQUAL EMPLOYMENT PRACTICES

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

A.   During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1.   This provision applies to work or service performed or materials manufactured or assembled in the United States.

2.   Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3.   **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B.   **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C.   As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

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

D.   **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.

E.   The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F.   Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.

G.   Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

H.   Intentionally blank.

I.   Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J.   At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

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

C.   As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D.   **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E.   The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F.   Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G.   In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

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

H.   Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

I.   Inentionally blank.

J.   Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K.   **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

   1.   Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

   2.   **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L.   The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

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

PSC-30.   CHILD SUPPORT ASSIGNMENT ORDERS

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

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

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

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

PSC-31. <u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u>

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC- 32. AMERICANS WITH DISABILITIES ACT

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

PSC-33.   CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

PSC-35.   EQUAL BENEFITS ORDINANCE

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

A.   During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.

B.   The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.

C.   If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

D.   Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

E.   If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

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

PSC 36.   <u>SLAVERY DISCLOSURE ORDINANCE</u>

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT   For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. 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 <u>admitted</u> to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: _____   Date: _____

Agreement/Reference: _____

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

Limits

___ **Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)**   WC *Statutory*____
                                                                                           EL _____

   ☐ Waiver of Subrogation in favor of City   ☐ Longshore & Harbor Workers
                                                   ☐ Jones Act

___ **General Liability** _____   _____

   ☐ Products/Completed Operations   ☐ Sexual Misconduct _____
   ☐ Fire Legal Liability _____
   ☐ _____

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

___ **Professional Liability** (Errors and Omissions)   _____

___ **Property Insurance** (to cover replacement cost of building – as determined by insurance company)   _____

   ☐ All Risk Coverage   ☐ Boiler and Machinery
   ☐ Flood _____   ☐ Builder's Risk
   ☐ Earthquake _____   ☐ _____

___ **Pollution Liability**   _____

   ☐ _____

___ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds   100 % of Contract Price
___ **Crime Insurance**   _____

Other: _____
_____
_____
_____

Appendix B

Statement of Work

Appendix B
Statement of Work

CSC will provide Software as a Service (SAAS) E-mail and Collaboration Solution (SECS) using Google Products to the City of Los Angeles. The services to be provided are shown in the following table and in the text below.

Installation and Setup

This is the set of work activities required to transition the agency and users' current environment and data to Google Apps Premier Edition and the on-going operations of Google Apps as software service (SaaS),including any optional Archive services purchased.

B.1 Initial Implementation for the City of LA

A standard implementation schedule contains eight essential phases that reflect our work plan.

- *Project Kick-off and Initiation*

During this phase **Team CSC** will coordinate with the customer to hold a project kick-off meeting. **Team CSC** will mobilize the installation team, introduce them to the **City** and review the proposed project plan with the key stakeholders. **Team CSC** expects the customer to support and facilitate all phases.

- *Discovery*

During this phase **Team CSC** will perform a detailed due diligence of the existing e-mail and collaboration environment. **Team CSC** will review and document the domain strategy and will work with the customer to create an end-user communication strategy for the new enhanced features available within our solutions. **Team CSC** will revise the detailed project plan for the implementation based upon the due diligence results.

- *Training*

During this phase **Team CSC** will prepare training materials for the customer's administrators, and individuals selected by the customer as end-user Trainers. **Team CSC** will conduct several train-the-trainer sessions for these individuals and provide collateral training material. Additional and detailed level of help information is available online for the Google applications provided.

For training both for administrator and train-the-trainers the following table shows the number and hour of classes for each type of training.

	Training Item	Target	Details	# Sessions
A	In-Person Training for	Trainers	Max 15 Trainers per Group; 100 Trainers; 8 Sessions Total	

	Trainers			**Up to 8 Sessions included**
			1 Day, 8 hours (email and calendar only) Classroom style, all trainers would need computers during training sessions.	
B	Turn Trainers into Google Champions	End Users	Max 15 Trainers per Group; 100 Trainers; 8 Sessions Total 1 Day, 8 hours (email and calendar) (extra day, after train-trainers sessions) Classroom style, focus on other soft techniques, availability, other Google-related background info. T-Shirts and other givaways. Communication planning for day-of.	**Up to 8 Sessions included**
C	In-Person Training for Admins	System Admins	Maximum 8-12 admins per session 2 Days, 16 hours (Introduction to Google Apps for Administrators, Help Desk Issues and Support, Google Apps Administrator Functions, Reference and Resource Material/Tools Overview)	**1 Session**
D	In-Person Training for HelpDesk Staff	HelpDesk	Maximum 15 support techs per session 1 Day, 8 hours (Introduction to Google Apps for Administrators, Help Desk Issues and Support)	**3 Sessions**

- ***Migration and Build Out***

During this phase **Team CSC** will install and configure the tools necessary for interacting with the cloud solution including the Multi-Domain-Manager, the Single-Sign-On-Password-Synch, the LDAP-Synch, and the User-Provisioning-Management tools. If the customer chooses to migrate historical data, then **Team CSC** will migrate e-mail and archives via a tape transfer (for speed and efficiency) and will install and configure Calendar and Contact Migration tools. **Team CSC** will provision user accounts for Google Apps and start the e-Discovery and archiving solution.

- *Test*

During this phase **Team CSC** will perform Unit Testing of all the tool configurations. **Team CSC** will perform system testing of all migration activities and functional areas. **Team CSC** will perform User Acceptance Testing to ensure that the solution is ready for the Pilot phase. **Team CSC** will document and address any discrepancies identified.

- *Pilot*

During this phase **Team CSC** will work with the customer to prepare a small group of knowledgeable users to Pilot acceptance of the new solutions. **Team CSC** recommends the customer identify staffers on single mail server and domain to constitute the Pilot. Once the Pilot group is active for 2 to 3 days, **Team CSC** will ask the designated users to complete the User Acceptance Check List. Upon successful completion and resolution of user acceptance, **Team CSC** will then move the pilot group to production (full-subscription status).

- *User Cutover/Migration*

During this phase **Team CSC** will migrate users by e-mail server or cut users over by domain to the new services. **Team CSC** will coordinate the migration with the training schedule to help optimize the availability of customer trainers to the specified user community.

- *Setup and Install Close Out*

During this phase **Team CSC** will close down the Setup and Install project and transition into ongoing operations and support.

B.2 Follow-on Services

"For catalog users Installation services described in B.1 above are available to catalog users as either Time and Materials (T&M) or Firm Fixed Price (FFP). Additional services such as consulting, system integration, or other technical SaaS support are available as requested under FFP or T&M. T&M rates are provided in Appendix H.

B.3 SaaS Services

Team CSC will provide sustaining support to the Google Apps Premier Edition (GAPE) operations. **CSC** will manage billing, and seek to resolve any issues that arise.

Team CSC will provide all of the following capabilities via Google Apps Premier Edition during implementation or by the "Date to be Included" date. Follow-on services are available to other Public Agencies on a T&M basis.

Item	Area	Description	Included (yes / no)	Date to be included

Item	Area	Description	Included (yes / no)	Date to be included
		E-MAIL		
01	E-mail	Basic e-mail functionality, including but not limited to send, receive, format, and attachment	Yes	
02	E-mail	Ability to create user defined e-mail groups or personal folders based on search criteria	Yes	
03	E-mail	Ability to define rules for e-mail handling	Yes	
04	E-mail	Ability to add both personal signatures and notes	Yes	
05	E-mail	Ability to push contact lists and web links to mobile devices	Yes	
06	E-mail	Ability to retain e-mail (List per-user limit, if any)	Yes	
07	E-mail	Ability to copy, move, and store information to desktop or local storage	Yes	
08	E-mail	Ability to print stored information locally	Yes	
09	E-mail	Ability to scan or fax from multifunction devices to e-mail	Yes	
10	E-mail	Work with **City** staff to establish remote printing to a **City** facility	Yes	
11	E-mail	Ability to send, assign and delegate tasks	Yes	12-09
12	E-mail	Ability to utilize e-mail system remotely	Yes	
13	E-mail	Ability to delegate e-mail functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, etc.)	Yes	08-09
14	E-mail	Ability to define proxy access limitations (e.g., Read/Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders)	Yes	08-09
15	E-mail	Retract and/or retrieve within **City** e-mail system	Yes	06-09
		CONTACT MANAGEMENT		
01	Contact Mgmt	Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, business address, contact log, notes, etc.	Yes	
02	Contact Mgmt	Ability to synchronize contact information with desktop applications	Yes	12-09
03	Contact Mgmt	Ability to synchronize contact information with industry standard mobile devices	Yes	
04	Contact Mgmt	Ability to share contact lists	Yes	
		CALENDAR		
01	Calendar	Basic calendaring functionality, including but not limited to appointment, event, and sharing	Yes	
02	Calendar	Ability to view multiple calendars at the same time (both personal and global)	Yes	
03	Calendar	Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment	Yes	
04	Calendar	Ability to manage resources by proxy (e.g. delegate	Yes	

Item	Area	Description	Included (yes / no)	Date to be included
		calendar management, set "view-only" or "edit" rights, etc.) to another staff member		
05	Calendar	Ability to print calendars locally in standard formats (such as daily, weekly, monthly, Franklin format, etc.)	Yes	
06	Calendar	Ability to view/schedule from "free-busy" information	Yes	
07	Calendar	Ability to view or hide appointment details	Yes	
		E-DISCOVERY		
01	e-Discovery	Ability to search based on the following criteria:		
	e-Discovery	Content	Yes	
	e-Discovery	Sender and/or recipient	Yes	
	e-Discovery	Date range	Yes	
	e-Discovery	Metadata	Yes	
02	e-Discovery	Ability to store search results with any metadata	Yes	
03	e-Discovery	Ability to add and delete from search results to create an e-Discovery set	Yes	
		ARCHIVE AND BACKUP		
01	Archive and Bkup	Ability to store and retrieve all live e-mail data for a minimum of 180 days: 90 days available to the user and 90 additional days available to System Administrators before data is automatically processed for long-term archive	Yes	
02	Archive and Bkup	Ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per **City** policy or legal requirements	Yes	
03	Archive and Bkup	Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata with different archival periods	Yes	
04	Archive and Bkup	Ability to view and perform all normal e-mail functions on archive by an e-mail administrator without having to restore	Yes	
05	Archive and Bkup	Ability to restore archived e-mail data to "live" status	Yes	
		COLLABORATION		
01	Collaboration	Ability to share data and files store within the solution	Yes	
02	Collaboration	Ability to have multiple staff members work on common files at the same time from different or separate **City** work locations	Yes	
03	Collaboration	Ability to collaborate with staff members that are telecommuting or otherwise away from a **City** facility	Yes	
04	Collaboration	Availability of a Wiki-type solution for collaboration that allows changes to be tracked by user	Yes	

Item	Area	Description	Included (yes / no)	Date to be included
05	Collaboration	Ability to maintain version control (i.e., who, when, what)	Yes	
		SOLUTION ADMINISTRATION		
01	Administration	Ability, from the Administrative console, to:		
		Fully manage all **City** accounts within the **City** network, including but not limited to addition, deletion, manipulation and suspension	Yes	
		Fully manage SaaS identity and user accounts	Yes	
		Control SPAM or provide anti-spam	Yes	
		Control virus or provide anti-virus (including spyware)	Yes	
		Apply content filter	Yes	
		Ability to apply policies in managing solutions	Yes	
		Review restricted e-mail	Yes	
		View all calendars and appointments	Yes	
		Print historical, statistical and usage reports locally	Yes	
		Prioritize e-mail accounts	Yes	
		Manage attachment size	Yes	
		Setup mail routing	Yes	
		Manage multiple separate Global Address Lists (GALs)	Yes	
		Use "Whitelist", "Blacklist", and aliases	Yes	
		Ability to manage optional solution as cited in Section II.B below		
02	Administration	Ability to use all domain names utilized within **City** as e-mail extensions	Yes	
03	Administration	Ability to synchronize e-mail identities with identities that are managed in our internal authentication directory	Yes	
04	Administration	Ability to control Blackberry, Treo, iPhone and other such mobile/smart devices, including the ability to synchronize calendar, contacts, and e-mail (e.g., Blackberry Enterprise Server, etc.)	Yes	12-09
05	Administration	Ability to integrate with internal applications using e-mail, specifically using SMTP, IMAP, SOAP, POP3, etc.	Yes	
06	Administration	Ability to manage DNS	Yes	
07	Administration	Ability to migrate Historical or user Archives from the current proprietary format to proposed solution after implementation	Yes	
08	Administration	Extent to which administration can be implemented in a distributed manner to different departments	Yes	
		DISASTER RECOVERY		
01	Disaster Recovery	Service restoration within 4 hours of service interruption	Yes	
02	Disaster	Annual testing of DR plan	Yes	

Item	Area	Description	Included (yes / no)	Date to be included
	Recovery			
03	Disaster Recovery	Mitigation of deliberate destruction of backup data and/or equipment	Yes	
04	Disaster Recovery	Written business continuity plan	Yes	
05	Disaster Recovery	Predefined identification of roles and responsibilities	Yes	
06	Disaster Recovery	Identify qualifications for initiating and ceasing "Disaster" condition	Yes	

Note: Terms of the Google services agreement apply, see Appendix J.

SECS RFP Optional Solutions

Item	Area	Description	Included (yes/no)	Date to be included	Not included in Solution
01	Instant Messaging	Ability to IM Internally	Yes		
02	Instant Messaging	Ability to IM Externally	Yes		
03	Instant Messaging	Ability to Track IM	Yes		
04	Office Productivity	Word processing capability	Yes		
05	Office Productivity	Spreadsheets capability	Yes		
06	Office Productivity	Presentation tool capability	Yes		
07	Office Productivity	Ability to read, open, edit, and display standard Office product formats	Yes		
08	Video Conferencing	Ability to Video Conference One-to-One internally	Yes		
09	Video Conferencing	Ability to Video Conference from Multiple locations internally	Yes	12-09	
10	Video Conferencing	Ability to utilize saved video files within office productivity tools	Yes		
11	Video Conferencing	Ability to Video Conference Externally	Yes		
12	Video Conferencing	Ability to provide Real-time on-screen notation during Video Conference	Yes		
13	Video Conferencing	Ability to Remote Desktop Access/Control during Video Conference	No		

Item	Area	Description	Included (yes/no)	Date to be included	Not included in Solution
14	Video Conferencing	Ability to track Video Conferences	No		
15	Virtual Drives	Ability to store files (all types) and work as a virtual drive on the PC desktop or Explore window	Yes	06-09	
16	Virtual Drives	Ability to search (e-Discovery) virtual drive files	Yes	06-09	
17	Virtual Drives	Ability to utilize local and SaaS office productivity tools	Yes	06-09	
18	Virtual Drives	Availability of List serve capabilities	Yes	06-09	
19	Virtual Drives	Ability to track Virtual Drives	Yes	06-09	
20	Communication	Ability to translate electronic communication	Yes	06-09	
21	Communication	Ability to use "TTY" communication	No		✓

Note: Terms of the Google services agreement apply, see Appendix J.

Minimum and Optional Requirement Notes:

Item	Note	Sheet	Cell
13 e-mail	Ability to delegate appointments and reminders is available today Ability to delegate mail and contacts will be available by 08-09 Delegation of notes is not applicable Delegation of tasks will be available by 12-09	Page 9-1	
	Team CSC will also provide the additional solution of Private Video sharing – a private "YouTube" that only **City of LA users can access**		

B.4 Solutions Listing

The Solution shall include, at a minimum, the following applications:

1. Gmail,
2. Google Calendar,
3. Google Talk,
4. Google Docs,
5. Google Sites,
6. Google Video,
7. Google Message Security, and
8. Google Message Discovery

Appendix C
Deliverable Definition

LA SECS Contract
Appendix C – Deliverable Definition

Number	Deliverable	Description
1	Project Plan	Overall Implementation Plan includes tasks, start date, end date, deliverables and dependencies. Key milestones and check points will be identified.
2	Training Plan	Includes details on the overall approach for training the trainers and administrators on Google Apps.
3	Communication Plan	Includes the overall approach for project wide communication
4	Deployment Architecture Document	Includes details of the domain strategy, LDAP schema, Cloud Interface tools and concept of operations.
5	Single Sign-On Tool*	Cloud Interface tool that will provide a single unified, interface for all the **City** of LA users. The tool will integrate with the current Identity Management infrastructure.
6	Multi-Domain manager Tool*	Cloud Interface tool that will provide a single unified, interface for managing all the different domains of the **City**.
7	LDAP Sync Tool*	Cloud Interface tool that will synchronize changes between the current **City** identity management infrastructure and the Google Apps SaaS.
8	User Provisioning Manager Tool*	Tool utilized for provisioning users in Google Apps.
9	User Acceptance Plan	Includes test cases, test scenarios, test data and expected results for Acceptance Testing.
10	Google Help Site*	Web site that includes targeted help documentation.
11	Training Collateral*	Training Class material and online help files.

* **Note:** Indicates a Contractor Tool as defined in the Contract paragraph 12.10.

Acceptance criteria for the plans are:
- Plans will be the necessary level of detail to support coordination management of a successful SaaS implementation.
- Once an acceptance test plan is delivered the **City** has two business days to review the plan and provide written comments to **CSC**. Upon receipt of comments, **CSC** has two business days to address the **City** comments. Upon update and delivery of the plan addressing the **City** comments, the document is considered accepted. If comments are not received from the **City** within the two business day period, the plan will be considered accepted.

Overall acceptance of the SaaS solution will be governed as follows:

The **City** will accept the solution by performing User Acceptance Testing during the Pilot phase. User Acceptance will occur in two parts in accordance with the agreed acceptance criteria: part I of User Acceptance for the System Administrators is documented in Exhibit 1, and part II of User Acceptance for the End Users is documented in Exhibit 2.

Upon completion of Acceptance Testing, **CSC** will present the **City** with a Deliverable Acceptance Letter to be counter-signed. The **City** shall have five (5) business days to execute the Acceptance Letter, or respond in writing with a listing of deficiencies to be corrected before Acceptance can occur (in which event, **CSC** shall have five (5) business days to make any required corrections). If a written response is not received from the **City** within this five (5) business day period, User Acceptance will be deemed to have occurred, and **CSC** shall proceed with the commencement of subscription services.

Upon acceptance, **CSC** will begin migration of **City** employees to the new SECS solution and users will be live on or before the required December 31, 2009 or June 1, 2010 date, depending on the scenario chosen by the **City**.

	1. E-mail	**Met**	**Not Met**	**Not Tested**	**Comment**
a)	Verified basic e-mail functionality such as sending, receiving, formatting and attachments				
b)	Verified the creation of user defined e-mail groups or personal folders based on search criteria				
c)	Verified defining rules for e-mail handling				
d)	Verified adding personal signatures and notes				
e)	Verified pushing contact lists and web links to mobile devices				
f)	Verified retaining e-mail (up to 25 GB)				
g)	Verified copying, moving, and storing information to desktop or local storage				
h)	Verified printing stored information locally				
i)	Verified scanning or faxing from multifunction devices to e-mail				
j)	Verified remote printing to a **City** facility				
k)	Verified sending, assigning and delegating tasks				
l)	Verified using e-mail system remotely				
m)	Verified defining proxy access limitations if any				
n)	Verified defining proxy access limitations for Read/Write; Verified Subscribing to Alarms and Appointments, Verified Modifying Options, Rules, and Folders				
o)	Verified Retracting within **City** e-mail system – within 5 seconds of inadvertent send				
	2. Contact Management	**Met**	**Not Met**	**Not Tested**	**Comment**
a)	Verified Basic contact management				

		Met	Not Met	Not Tested	Comment
	functionality, including but not limited to last name, first name, middle initial, department, title, phone number, fax number, mailing address, e-mail address, business address, contact log, and notes				
b)	Verified synchronizing contact information with desktop applications				
c)	Verified synchronizing contact information with industry standard mobile devices				
d)	Verified sharing contact lists				

Exhibit 1. Administrator UAT Checklist. City administrators will participate in UAT to ensure the system meets the **City**'s requirements

	6. Collaboration	Met	Not Met	Not Tested	Comment
a)	Verified sharing data and files stored within the solution				
b)	Verified having multiple staff members work on common files at the same time from different or separate **City** work locations				
c)	Verified collaborating with staff members that are telecommuting or otherwise away from a **City** facility				
d)	Verified Wiki-type solution for collaboration that allows changes to be tracked by user				
e)	Verified maintaining version control (i.e., who, what, when)				

Exhibit 2. End User UAT Checklist. City end users will participate in UAT to help ensure easy of operation and requirements are met.

Appendix D

Project Schedule and Plan

Appendix D
Project Schedule and Plan

D Work Plan by Task

CSCTeam has provided the required detailed project schedule for the two implementation scenarios:

1. 17,000* users, and
2. 30,000* users

Note(*) – Numbers are approximates and representative, refer to Appendix E.

In both cases there is an option to migrate email-archives to the Google/Positini eDiscovery tool via the Renew data service (this is sometimes referred to as 'truck'). The **City** will need to provide a central location that contains the email-archive on portable tape media and made available to **Team CSC**. The conversion process will take up to four months following the transfer of the data.

D.1 Project Kick-Off and Initiation

During this phase **Team CSC** will coordinate with the **City** to hold a project kick-off meeting. **Team CSC** will mobilize the installation team, introduce them to the **City** and review the proposed project plan with the key stakeholders. **Team CSC** expects the **City** to support and facilitate this phase.

D.2 Discovery

During this phase **Team CSC** will perform a detailed due diligence of the existing e-mail and collaboration environment. **Team CSC** will review and document the domain strategy and will work with the **City** to create an end-user communication strategy for the new enhanced features available within our solutions. **Team CSC** will revise the detailed project plan for the implementation based upon the due diligence results. **Team CSC** expects the **City** to support and facilitate this phase.

D.3 Training

During this phase **Team CSC** will prepare training materials for the **City**'s Administrators, and up to 100 individuals selected by the **City** as end-user Trainers. **Team CSC** will conduct up to eight train-the-trainer sessions for these individuals and provide collateral training material. Additionally, **Team CSC** will create a City of Los Angeles ITA branded web-site on Google Sites for online solution-specific help. Additional and detailed level of help information is available online for the Google applications provided. **Team CSC** expects the **City** to support and facilitate this phase.

D.4 Migration Build Out

During this phase **Team CSC** will install and configure the tools necessary for interacting with the cloud solution including the Multi-Domain-Manager, the Single-Sign-On-Password-Synch, the LDAP-Synch, and the User-Provisioning-Management tools. **Team CSC** will install and configure eMail, Calendar and Contact Migration tools. **Team CSC** will provision user accounts for Google Apps, migrate the Global Address & Distribution Lists and initiate start the e-Discovery and archiving solution (sometimes referred to as Postini). **Team CSC** expects the

City to support and facilitate this phase. Per the **City**'s request to lower the installation costs **Team CSC** will not implement dual delivery.

D.5 Test

During this phase **Team CSC** will perform Unit Testing of all the tool configurations. **Team CSC** will perform system testing of all migration activities and functional areas. **Team CSC** will perform User Acceptance Testing to ensure that the solution is ready for the Pilot phase. **Team CSC** will document and address any discrepancies identified.

D.6 Pilot

During this phase **Team CSC** will work with the **City** to prepare a small group of knowledgeable users to Pilot acceptance of the new solutions. **Team CSC** recommends the **City** identify ITA staffers on single mail server/post-office and domain to constitute the Pilot. Once the Pilot group is active for 2 to 3 days, **Team CSC** will ask the designated users to complete the User Acceptance Check List. Upon successful completion and resolution of user acceptance, **Team CSC** will then move the pilot group to production (full-subscription status). **Team CSC** expects the **City** to support and facilitate this phase.

D.7 User Cutover/Migration

During this phase **Team CSC** will migrate users by domain/post-office/ e-mail server to the new SECS services. Per the **City**'s request to minimize the cost of implementation and to ensure a rich user experience the 'live data' (live data is an email or calendar events that are available through the existing post-office server, not archived) to be migrated will consist of the most current 30 days of emails sent and received in the active mail box and 30 days of historical and scheduled future calendar events. **Team CSC** will coordinate the migration with the training schedule to help optimize the availability of **City** trainers to the specified user community.

Team CSC will migrate all users in phases over eight weekends, one phase each weekend. All current and future systems and their supporting infrastructure must be available in full production ready mode during the migration weekends (e.g. internet gateways, internal network , firewalls, eMail servers, SMTP gateways, etc.). The **City** must also have end-user testers and key system, security, network, and email administrators available on the weekend to ensure a high confidence of migration. **Team CSC** expects the **City** to participate in and facilitate this phase.

D.8 Project Close Out

During this phase **Team CSC** will close down the project and transition into ongoing operations and support. **Team CSC** expects the **City** to support and facilitate this phase.

D.9 Project Schedule Summary

The attached project schedule is the baseline for the implementation plan. The durations, tasks, responsibilities and relative timing are the basis of the implementation plan's firm fixed price; however, the specific calendar date is only notional. The Project Start/Kickoff will occur 2 weeks from Notice to Proceed or as mutually agreed to in writing. In order to comply with the contractual finish of 12/31/09 the notice to proceed must occur no later than August 1st 2009 or as mutually agreed to in writing.

D.10 Basis of Estimate for Project Plan

CSC's basis of estimate is based on knowledge and assumptions regarding the LA environment and **Team CSC** experience and metrics from similar programs, as follows:

Migrating eMail Archives
This section only applies if the eMail migration option is chosen.
All archives to be migrated must be located in a central location, available on portable/tape media without defect (fully readable).
The transfer will occur once, archives that are not available at the time of transfer will not be included in the migration scope of the implementation.
The eMail Archives must be available for transfer on or before August 1st, 2009 or as mutually agreed to in writing.
Estimated central archive size for LA SECS <= 15 TB or as mutually agreed to in writing.
Migration Estimate (based on **Team CSC** experience):
1 LTO3 tape drive attached to Media Server (additional drives could be used)
1TB of data duplicated to tape per day
500-800GB of data per LTO3 tape
2 LTO3 tapes duplicated per day
No de-duplication
30 LTO3/400GB tapes required
Total number of days required to copy data from VTL to Tapes = 15 days

Migrating Mailbox, Calendar and Contacts (Contacts metrics are the same Calendar metrics provided below)
The eMail post offices and all associated data are located in no more than two data centers (ITA or LAPD).
The total number of eMail servers is =< 150 servers.
Live Mail extraction (based on **Team CSC** experience):
Up to 30 days of historical eMail messages (sent and received) will be migrated or as mutually agreed to in writing.
The infrastructure can support a minimum of 50 concurrent extraction sessions per server.
2.176 trillion bytes extracted in 1004 seconds or 2.03MB/sec.
At this rate 17k users @ 300MB of mail could be extracted to RFC 822 in 30 days under optimal conditions.
Calendar/tasks extraction (based on **Team CSC** experience):
Up to 30 days of historical and scheduled future calendar events will be migrated or as mutually agreed to in writing.
A minimum of 40 users concurrently can be migrated per server
On average the calendar extract rate will be 1 calendar every 10 seconds.
Assuming 17k calendars, calendars could be migrated in 2 days.
Substantiation: **Team CSC** has loaded calendars at a rate of 275 events/second on a machine with 8 procs and 32GB of RAM. With this machine, **Team CSC** loaded 15,000 calendars in 6 hours during the Genentech calendar migration.

D.11 Materials and Equipment

CSC's solution requires a minimal amount of hardware and materials to support the **City** of LA. Most of what is needed the **City** already has in place.

	City of LA Requirement:	Team CSC Solution:	Meets/ ✓ Exceeds ✓+
a	All items (tools, software, network throughput, and hardware) that are required within the **City**'s internal network to support the proposed solution		✓+
b	Service Level Agreement for escalation of issues or product improvement.	Google offers direct support 24 hours a day 7 days a week.	✓
c	Minimum workstation requirements for the proposed solution.	Any PC, Linux, or Mac system that has an internet connection and browser.	✓
d	Indicate whether the **City**'s existing e-mail solution's Novell GroupWise client software must remain active during migration of archived e-mail (cost to maintaining Novell during migration).	Allow **City** of LA to deactivate existing Novell hardware and software once groups have successfully transitioned.	✓

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Team CSC's Materials and Equipment Solution.

Team CSC has identified the following items that are required within the **City**'s internal network to support the proposed solution.

1. Identity Management Infrastructure (Novell IDM, e-Directory, Microsoft Active Directory)

    in the Development, Test and Production Environments.

2. The BES Server that is currently deployed in the **City** network.

3. **Team CSC** tools which includes Single Sign-On, LDAP Synch, Multi Domain

    Management needs to be installed on existing servers. No new hardware needs to be

    purchased. **Team CSC** require the following minimum requirements:

    a. CPU: Single Processor, Intel Pentium or compatible, 1 GHz or higher

    b. Memory: 2 GB of RAM

    c. 5 GB of HD space

    d. Dual Gigabit Ethernet

4. Battery backups

5. Daily data backups or snapshot images

6. Redundant (RAID 1, RAID 5, etc.) Hard Drives (if physical server)

7. Fail-over/load-balanced environment for the server

8. Apache 2.0 web server or Internet Information Services (IIS) 5.1 or later

9. 10.PHP 5.x with OpenAD, OpenSSL, FreeTDS, and XML extensions

10. Python 2.5 or later, XML Parser, MySQL5 Database

11. Gdata Python client library 1.0.8 and supporting libraries

Appendix E

Pricing Schedule and Catalog

Pricing contained in Section E.1 is for the **City** and County of LA only.

Appendix E.1
City and County of LA Pricing Schedule

Exhibit E.1-1. Price for 30,000 users; Installation charge up-front; without email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
30000	$890,900	$34.25	$41.99	$41.99	$41.99	$41.99

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
30000	$890,900	$1,027,500	$1,259,700	$1,189,700	$1,259,700	$1,259,700	**$6,887,200**

Exhibit E.1-2. Price for 17,000 users; Installation charge up-front; without email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
17000	$890,900	$34.25	$44.25	$44.25	$44.25	$44.25

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
17000	$890,900	$582,250	$752,250	$726,420	$752,250	$752,250	**$4,456,320**

Exhibit E.1-3. Price for 30,000 users; Installation charge up-front; includes email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
30000	$890,900	$38.70	$47.99	$47.99	$41.99	$41.99

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
30000	$890,900	$1,161,000	$1,439,700	$1,359,700	$1,259,700	$1,259,700	**$7,370,700**

Exhibit E.1-4. Price for 17,000 users; Installation charge up-front; includes email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
17000	$890,900	$38.99	$49.19	$49.19	$44.25	$44.25

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
17000	$890,900	$662,830	$836,230	$807,530	$752,250	$752,250	**$4,701,990**

Pricing Notes:

- **CSC**'s solution is based upon an annual pre-paid subscription pricing model for End User Accounts.
- The initial term for End User Accounts purchased prior to the Service Commencement Date will be twelve months beginning on the Service Commencement Date.
- End User Accounts purchased after the Service Commencement Date will have a prorated term ending on the anniversary of the Service Commencement Date.
- User volumes and environmental assumptions will be validated during due diligence. Per D.9, **CSC**'s prices and project schedules are based on durations, tasks, responsibilities, and relative timings grounded in technical assumptions. Seat and installation pricing is valid for variance of 10% +/-. Existing seat prices apply if user counts vary within 10%+/-. For example, if the final user count is 33,000 users, the installation fee is $890,900, as proposed. The seat price that applys to 30,000 users is now applied to 33,000 users at the seat price proposed for 30,000 users. Changes beyond this 10%+/- may result in revised per seat prices that.

- The e-mail migration changes for 17K users and 30K users. Once user counts are finalized during due diligence data migration charges will be adjusted. Based on the media involved, these charges may not scale linearly.

LA SECS Renewal Discount

The **CSC**/Google team is also offering the City of LA incentives based on catalog utilization by other CA public agencies.

The **CSC**/Google Team agrees to provide The **City** the following additional discounts on the Services subject to the conditions noted below:

   a. If The **City** has entered Customer orders with **CSC**/GOOGLE for entities other than the City of Los Angeles (collectively, "Other California Entities") before July 31, 2010 containing an aggregate of at least 100,000 End User Accounts, then **CSC**/GOOGLE agrees to provide The **City** a $10 per End User Account per year discount on The **City**'s prices for the Services for the following one year's charges for The **City**'s order with **CSC**/GOOGLE for the City of Los Angeles (only).

   b. If The **City** has entered Customer orders with **CSC**/GOOGLE for Other California Entities before July 31, 2011 containing an aggregate of at least 100,000 End User Accounts, then **CSC**/GOOGLE agrees to provide The **City** a $5 per End User Account per year discount on The **City**'s prices for the Services for the following one year's charges for The **City**'s order with **CSC**/GOOGLE for the **City** of Los Angeles (only). Notwithstanding the foregoing, if the discount in paragraph (a) has been applied previously or the discount in paragraph (c) applies, then the discount in this paragraph (b) shall not apply.

   c. If The **City** has entered Customer orders with **CSC**/GOOGLE for Other California Entities before July 31, 2011 containing an aggregate of at least 250,000 End User Accounts, then **CSC**/GOOGLE agrees to provide The **City** a $10 per End User Account per year discount on The **City**'s prices for the Services for the following one year's charges for The **City**'s order with **CSC**/GOOGLE for the City of Los Angeles (only).

   d. Notwithstanding the foregoing, the discounts set forth above shall apply for no more than 30,000 End User Accounts for the City of Los Angeles only.

In essence, the **City** can benefit from options a only, b only, c only or a and c.

Appendix E.2
Catalog and Catalog Pricing

CALIFORNIA MUNICIPALITIES GOOGLE APPS PREMIER EDITION Software as a Service (SaaS) CATALOG

Description of Services

Google Apps is a purpose-built messaging and collaboration platform which meets or exceeds core and additional SECS requirements. The Google Apps suite of applications provides solutions for business e-mail, information sharing and security. Google Apps is a SaaS platform suite that meets or exceeds the **City**'s SECS requirements. In addition to common services like e-mail, word processing, spreadsheets, presentations, calendars, and instant messaging, our solution also offers the ability to create and share survey-style questionnaires using Forms, multipurpose Wiki-style web pages using Google Sites, and all-purpose movies in Google Video. The concept behind Google Apps is to simplify the creation, production, and dissemination of information so **City** workers can focus more on their work and less on how to use the technology. This simplicity in everyday tasks will translate into greater productivity for your municipality. Each Google Apps component alone is a functional, easy to use, productivity oriented solution to workers' everyday computing needs. More importantly, together, the components are designed for seamless interoperability and easy collaboration. Because Google Apps is so popular among the general public, chances are your employees are familiar with Gmail and Docs already and know how to use them. For municipal workers who are unfamiliar with Google Apps, it offers an intuitive interface and short learning curve. This will reduce training time and minimize the disruption involved in changing to SECS implementations.

The seamless, secure Google Apps suite of products comprehensively addresses all typical e-mail solution requirements as shown in **Exhibit E.2-1.**

Core Solutions	Team CSC Solutions
E-Mail Requirements	Google Gmail
Contact Management	Google Contacts
Calendar	Google Calendar
e-Discovery	Google Message Discovery
Archive and Backup	Google Message Discovery
Collaboration	Google Sites/Google Docs.
Solution Administration	Google Apps and Custom Cloud Integration Services (under T&M)
Disaster Recovery	Google Apps

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Exhibit E.2-1. Major Requirements and Team CSC Solutions. *The Google Apps solution results in greater efficiency and significantly reducing implementation risks.*

Scope of Offering
The scope of this catalog is:
- For use by State of CA and other CA public agencies only
- Catalog work will be performed as part of the LA SECS contract
- All Contract terms and scope from the LA City SECS contract apply

Points of Contact (POCs)

- LA **City** POC is Kevin Crawford

- **CSC** Team POC is Terry Miller, Business Development, (703) 876-1473

Scope of Catalog Services

This Catalog provides for both the work activities required to transition the agency and users' current environment and data to Google Apps Premier Edition and the on-going operations of Google Apps as software service (SaaS),including any optional Archive services purchased.

Activity 1 – Installation and Setup

Depending on the specific customer environment, a different set of Installation and Setup activities must be performed to prepare for Google Apps Software as a Service (SaaS) operations. These activities are listed below in general; the specific activities and number of required hours will be specified for each specific public agency based on their needs.

This work is performed under either T&M or FFP rates as negotiated.

T&M rates are in Addendum 1 to this catalog.

Typical Installation and Setup activities are listed below. We customize this set of activities to meet your needs and your environment.

A standard implementation schedule contains eight essential phases that reflect our work plan.

- *Project Kick-off and Initiation*

During this phase **Team CSC** will coordinate with the customer to hold a project kick-off meeting. **Team CSC** will mobilize the installation team, introduce them to the **City** and review the proposed project plan with the key stakeholders. **Team CSC** expects the customer to support and facilitate all phases.

- *Discovery*

During this phase **Team CSC** will perform a detailed due diligence of the existing e-mail and collaboration environment. **Team CSC** will review and document the domain strategy and will work with the customer to create an end-user communication strategy for the new enhanced features available within our solutions. **Team CSC** will revise the detailed project plan for the implementation based upon the due diligence results.

- *Training*

During this phase **Team CSC** will prepare training materials for the customer's administrators, and individuals selected by the customer as end-user Trainers. **Team CSC** will conduct several train-the-trainer sessions for these individuals and provide collateral training material. Additional and detailed level of help information is available online for the Google applications provided.

- *Migration and Build Out*

During this phase **Team CSC** will install and configure the tools necessary for interacting with the cloud solution including the Multi-Domain-Manager, the Single-Sign-On-Password-

Synch, the LDAP-Synch, and the User-Provisioning-Management tools. If the customer chooses to migrate historical data, then **Team CSC** will migrate e-mail and archives via a tape transfer (for speed and efficiency) and will install and configure Calendar and Contact Migration tools. We will provision user accounts for Google Apps and start the e-Discovery and archiving solution.

- *Test*

During this phase **Team CSC** will perform Unit Testing of all the tool configurations. **Team CSC** will perform system testing of all migration activities and functional areas. **Team CSC** will perform User Acceptance Testing to ensure that the solution is ready for the Pilot phase. **Team CSC** will document and address any discrepancies identified.

- *Pilot*

During this phase **Team CSC** will work with the customer to prepare a small group of knowledgeable users to Pilot acceptance of the new solutions. **Team CSC** recommends the customer identify staffers on single mail server and domain to constitute the Pilot. Once the Pilot group is active for 2 to 3 days, we will ask the designated users to complete the User Acceptance Check List. Upon successful completion and resolution of user acceptance, we will then move the pilot group to production (full-subscription status).

- *User Cutover/Migration*

During this phase **Team CSC** will migrate users by e-mail server or cut users over by domain to the new services. We will coordinate the migration with the training schedule to help optimize the availability of customer trainers to the specified user community.

- *Setup and Install Close Out*

During this phase **Team CSC** will close down the Setup and Install project and transition into ongoing operations and support.

Activity 2 – Run and Maintain Google Apps Premier Edition as a Service (SaaS)

Run and maintain activity provides the core Google Apps Premier Edition functionality after transition, migration and training is done. Run and Maintain is procured on a fixed price per seat pre-paid annual subscription basis.

The price schedule for Google Apps SaaS operations is in Addendum 2.

Appendix E.3 – T&M

California Multiple Award Schedule (CMAS)

Labor Category	Contractor Site Rates		
	CMAS Year 3 4/1/2009 3/31/2010	CMAS Year 4 4/1/2010 3/31/2011	CMAS Year 5 4/1/2011 6/30/2012
Project Manager	$123.97	$128.31	$132.80
Quality Assurance Analyst	$55.42	$57.36	$59.37
ADP Administration Specialist (Administrative)	$39.29	$40.66	$42.09
Senior Functional Analyst	$101.61	$105.17	$108.85
Functional Analyst	$81.82	$84.69	$87.65
Principal Systems Architect	$140.07	$144.97	$150.04
Principal Information Engineer	$122.09	$126.36	$130.78
Senior Information Engineer	$100.21	$103.72	$107.35
Senior Computer Systems Analyst	$83.40	$86.32	$89.34
Database Management Specialist	$75.49	$78.13	$80.87
Data Entry Clerk (Administrative)	$27.51	$28.47	$29.46
Computer Operations Manager	$56.04	$58.00	$60.03
System Administrator	$47.22	$48.87	$50.58
System Operator	$39.69	$41.08	$42.51
Help Desk Manager	$59.63	$61.72	$63.88
Help Desk Specialist	$48.48	$50.17	$51.93
Communications Network Manager	$53.48	$55.35	$57.29
Documentation Specialist	$31.10	$32.19	$33.31
Technical Writer/Editor	$46.66	$48.29	$49.98
Sr. Computer Security Systems Spec.	$79.23	$82.00	$84.87
Computer Security Systems Specialist	$57.53	$59.54	$61.63
Administrative Graphics Specialist (Administrative)	$35.55	$36.79	$38.08
Electronic Meeting Facilitator	$92.97	$96.22	$99.59
Electronic Meeting Technographer	$35.95	$37.21	$38.51
Learning Architect	$96.91	$100.31	$103.82
Instructional Designer	$80.03	$82.83	$85.73
Web Architect	$142.12	$147.09	$152.24
Data Communications Manager (Administrative)	$152.96	$158.32	$163.86
Communication Analyst, Sr. (Administrative)	$118.17	$122.31	$126.59
Communication Analyst, Inter. (Administrative)	$96.54	$99.92	$103.41
Software Engineer II	$61.69	$63.85	$66.08
Project Analyst I	$65.75	$68.06	$70.44

Senior Network Engineer	$95.33	$98.67	$102.12
Data Base Specialist	$94.91	$98.23	$101.67
Network Engineer	$83.25	$86.16	$89.18
Principal Industry/Functional Area Expert	$316.84	$327.93	$339.41
Senior Industry/Functional Area Specialist	$279.36	$289.14	$299.26
Principal ERP Product Expert	$353.61	$365.99	$378.80
Senior ERP Product Specialist	$284.68	$294.65	$304.96
Principal ERP Business/Architectural Expert	$353.61	$365.99	$378.80
Senior ERP Business/Architectural Specialist	$249.12	$257.84	$266.87
Senior ERP Analyst/Designer	$249.12	$257.84	$266.87
ERP Analyst/Designer	$199.29	$206.27	$213.48
Senior ERP Modeler/Developer	$249.12	$257.84	$266.87
ERP Modeler/Developer	$177.94	$184.17	$190.61
Principal INFOSEC Consulting Engineer	$284.68	$294.65	$304.96
Senior INFOSEC Consulting Engineer	$249.12	$257.84	$266.87
INFOSEC Development Engineer	$180.32	$186.63	$193.17
Senior INFOSEC Systems Specialist	$120.21	$124.42	$128.77
INFOSEC Systems Technical Specialist	$99.63	$103.12	$106.73
Senior INFOSEC Applications Developer	$144.26	$149.31	$154.53

City of LA ITA SaaS Rates

	Contractor Site Rates		
Labor Category	**Base Year 1**	**Base Year 2**	**Base Year 3 (See Note)**
Senior Technical Consultant - Implementation Mgr	$242.13	$249.09	$256.28
Technical Consultant #1	$220.30	$226.61	$233.14
Senior Trainer	$220.30	$226.61	$233.14

Note: Base Year 3 rates valid through contract completion

Appendix E.4
Catalog Prices for State of California (CA) and CA Public Agencies

For New Orders and renewals of orders placed on or before July 31, 2010		
	List Price (for comparison)	CA Sell Price (per user per year)
Google Apps Premier Edition (GAPE) Standalone	$50.00	$37.50
GAPE + Google Message Discovery, 1 year retention	$63.00	$47.25
GAPE + Google Message Discovery, 10 year retention	$83.00	$62.25
For New Orders and renewals of orders placed after July 31, 2010		
	List Price (for comparison)	CA Sell Price (per user per year)
Google Apps Premier Edition (GAPE) Standalone	$50.00	$42.50
GAPE + Google Message Discovery, 1 year retention	$63.00	$53.55
GAPE + Google Message Discovery, 10 year retention	$83.00	$70.55

Notes:
1) Sell Prices are for Software as a Service (SaaS) Google apps and archive operations
2) Prices are valid thru Jun 30, 2012
3) Prices are available in minimum increments of 1000 users unless the agency is smaller than 1000 users; then the agency can purchase less than 1000 seats so long as they cover all their e mail users (in review)
4) Sell Prices are an annual pre paid subscription
5) Prices here are net to CSC; any LA City contract utilization fees are in addition
6) All LA SECS contract terms apply
7) Prices are for operations of GAPE service only; installation, setup, training, data migration, etc. are priced separately

Appendix F

Service Level Agreement

Appendix F

F.1 CSC Service Level Agreement

Service restoration within four (4) hours of service interruption (Disaster Recovery Event).

Service response times for service interrupting events will be supportive of maintaining the Google Apps SLA as described in section F.2 of this Appendix.

For non-service interruption events **Team CSC** intends to respond to LA City requests within two (2) business days.

Escalation of events through the Key personnel listed in Appendix G for contractual issues. For operational issues the escalation path will be mutually agreed to and maintained in writing through respective contract personnel.

Escalation times for Severity Level events, as defined in Section 12.21 of the contract, are listed in the table below:

Severity	Definition
1 – Critical	One level of escalation for durations 15 minutes or more from the time the **City** notifies **Contractor.**
2 - Serious	One level of escalation for durations 2 hours or more from the time the **City** notifies **Contractor.**
3 - Moderate	One level of escalation for durations 4 hours or more from the time the **City** notifies **Contractor.**
4 - Minor	Acknowledged by the **Contractor** and scheduled.

Note, the durations are reset to 0, at each level of escalation attempted (to provide time for that level to respond before escalating again). If the Severity level changes, the new duration period is immediately in affect but the duration does not reset (e.g. 35 minutes of waiting in a Severity Level 2 situation that becomes a Severity Level 1 situation would allow for immediate escalation; likewise, a Severity Level 3 situation that becomes a Severity Level 4 event would no longer be eligible for escalation).

F.2 Google Apps Service Level Agreement

Google Apps SLA. During the Term of the applicable Google Apps Agreement, the Google Apps Covered Services web interface will be operational and available to Customer at least 99.99% of the time in any calendar month (the "Google Apps SLA"). If Google does not meet the Google Apps SLA, and if Customer meets its obligations under this Google Apps SLA, Customer will be eligible to receive the Service Credits described below from Customer's Reseller. This Google Apps SLA states Customer's sole and exclusive remedy for any failure by Google to provide the Service.

Definitions. The following definitions shall apply to the Google Apps SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Google Apps Covered Services" means the GMail, Google Calendar, Google Talk, Google Docs, and Google Sites components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Google notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Google Apps SLA, and will not be counted towards any Downtime Periods.

"Service" means the service provided by Google to Customer under the applicable Google Apps Agreement.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term by Customer's Reseller, at no charge to Customer
< 99.99% - ≥ 99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Reseller or Google, or Customer's Reseller must notify Google, within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Reseller on behalf of Google to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

Google Apps SLA Exclusions. The Google Apps SLA does not apply to any service that expressly exclude this Google Apps SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors outside of Google's reasonable control; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).

Appendix G

List of Key Personnel

Appendix G
List of Key Personnel

A. City of Los Angeles

2. During Implementation:

  1) Randi Levin, General Manager & CTO
      Contract Owner
      213-978-3311
      Randi.levin@LACity.org

  2) Kevin Crawford, Assistant General Manager
      City Representative for SECS Contract
      213-978-3311
      Kevin.Crawford@LACity.org

  3) Maryam Abbassi, Information Services Mgr II
      PMO, Director
      213-473-9797
      Maryam.Abbassi@LACity.org

  4) Emilia Yanez, Information Services Manager I
      SECS Project Manager
      213-922-8379
      Emilia.Yanez@LACity.org

3. Post Implementation:

  1) Randi Levin, General Manager and CTO
      Contract Owner
      213-978-3311
      Randi.levin@LACity.org

  2) Kevin Crawford, Assistant General Manager
      City Representative for SECS Contract
      213-978-3311
      Kevin.Crawford@LACity.org

  3) Daniel Clarke, Information Services Manager I
      Help Desk Manager
      213-978-7599
      Dan.Clarke@LACity.org

3 Catalog

1) Kevin Crawford, Assistant General Manager
   City Representative for SECS Contract
   213-978-3311
   Kevin.Crawford@LACity.org

2) Laura Ito, Chief Management Analyst
   Finance, Director
   213-978-3310
   Laura.Ito@LACity.org

B. CSC

1. **During Implementation**:
   1) Tom Anderson
      President, Civil and Health Services Group
      703-641-3735
      tanderson6@csc.com

   2) David A. Barber
      Project Manager
      410-691-6530
      dbarber7@csc.com

   3) David W. Beach
      Principal Contracts Administrator
      410-691-6624
      dbeach3@csc.com

2. **Post Implementation:**
   1) Tom Anderson
      President, Civil and Health Services Group
      703-641-3735
      tanderson6@csc.com

   2) David A. Barber
      Project Manager
      410-691-6530
      dbarber7@csc.com

   3) David W. Beach
      Principal Contracts Administrator
      410-691-6624
      dbeach3@csc.com

3 Catalog

1) Tom Anderson
   President, Civil and Health Services Group

       703-641-3735
       tanderson6@csc.com

2) David A. Barber
       Project Manager
       410-691-6530
       dbarber7@csc.com

3) David W. Beach
       Principal Contracts Administrator
       410-691-6624
       dbeach3@csc.com

4) Terry Miller
       Business Development Executive
       703-461-2277
       tmiller40@csc.com

C. Operational Escalation

1. **Operational Escalations will be pursuant to agreed to Service Level Agreements and escalation lists exchanged between City and Contractor, with no less than 3 escalation levels.**

Appendix H

Contractor Service Rates

Appendix H
Contractor Service Rates

California Multiple Award Schedule (CMAS)

	Contractor Site Rates		
Labor Category	**CMAS Year 3 4/1/2009 3/31/2010**	**CMAS Year 4 4/1/2010 3/31/2011**	**CMAS Year 5 4/1/2011 6/30/2012**
Project Manager	$123.97	$128.31	$132.80
Quality Assurance Analyst	$55.42	$57.36	$59.37
ADP Administration Specialist (Administrative)	$39.29	$40.66	$42.09
Senior Functional Analyst	$101.61	$105.17	$108.85
Functional Analyst	$81.82	$84.69	$87.65
Principal Systems Architect	$140.07	$144.97	$150.04
Principal Information Engineer	$122.09	$126.36	$130.78
Senior Information Engineer	$100.21	$103.72	$107.35
Senior Computer Systems Analyst	$83.40	$86.32	$89.34
Database Management Specialist	$75.49	$78.13	$80.87
Data Entry Clerk (Administrative)	$27.51	$28.47	$29.46
Computer Operations Manager	$56.04	$58.00	$60.03
System Administrator	$47.22	$48.87	$50.58
System Operator	$39.69	$41.08	$42.51
Help Desk Manager	$59.63	$61.72	$63.88
Help Desk Specialist	$48.48	$50.17	$51.93
Communications Network Manager	$53.48	$55.35	$57.29
Documentation Specialist	$31.10	$32.19	$33.31
Technical Writer/Editor	$46.66	$48.29	$49.98
Sr. Computer Security Systems Spec.	$79.23	$82.00	$84.87
Computer Security Systems Specialist	$57.53	$59.54	$61.63
Administrative Graphics Specialist (Administrative)	$35.55	$36.79	$38.08
Electronic Meeting Facilitator	$92.97	$96.22	$99.59
Electronic Meeting Technographer	$35.95	$37.21	$38.51
Learning Architect	$96.91	$100.31	$103.82
Instructional Designer	$80.03	$82.83	$85.73
Web Architect	$142.12	$147.09	$152.24
Data Communications Manager (Administrative)	$152.96	$158.32	$163.86
Communication Analyst, Sr. (Administrative)	$118.17	$122.31	$126.59
Communication Analyst, Inter. (Administrative)	$96.54	$99.92	$103.41
Software Engineer II	$61.69	$63.85	$66.08

Project Analyst I	$65.75	$68.06	$70.44
Senior Network Engineer	$95.33	$98.67	$102.12
Data Base Specialist	$94.91	$98.23	$101.67
Network Engineer	$83.25	$86.16	$89.18
Principal Industry/Functional Area Expert	$316.84	$327.93	$339.41
Senior Industry/Functional Area Specialist	$279.36	$289.14	$299.26
Principal ERP Product Expert	$353.61	$365.99	$378.80
Senior ERP Product Specialist	$284.68	$294.65	$304.96
Principal ERP Business/Architectural Expert	$353.61	$365.99	$378.80
Senior ERP Business/Architectural Specialist	$249.12	$257.84	$266.87
Senior ERP Analyst/Designer	$249.12	$257.84	$266.87
ERP Analyst/Designer	$199.29	$206.27	$213.48
Senior ERP Modeler/Developer	$249.12	$257.84	$266.87
ERP Modeler/Developer	$177.94	$184.17	$190.61
Principal INFOSEC Consulting Engineer	$284.68	$294.65	$304.96
Senior INFOSEC Consulting Engineer	$249.12	$257.84	$266.87
INFOSEC Development Engineer	$180.32	$186.63	$193.17
Senior INFOSEC Systems Specialist	$120.21	$124.42	$128.77
INFOSEC Systems Technical Specialist	$99.63	$103.12	$106.73
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City of LA ITA SaaS Rates

	Contractor Site Rates		
Labor Category	**Base Year 1**	**Base Year 2**	**Base Year 3 (See Note)**
Senior Technical Consultant - Implementation Mgr	$242.13	$249.09	$256.28
Technical Consultant #1	$220.30	$226.61	$233.14
Senior Trainer	$220.30	$226.61	$233.14

Note: Base Year 3 rates valid through contract completion
Base Year 1 will begin as of the date the contract signed
Base Year 2 will begin one day after the first anniversary date
Base Year 3 will begin one day after the second anniversary date

Appendix I
Non-Disclosure Agreement

Appendix I
Non-Disclosure Agreement

FOR GOOD CONSIDERATION, and in consideration of being employed by or rendering professional services to The **CityCity** and being compensated for professional services by The **CityCity**, its partner agencies, participating entities, agents, contractors or assigns, the **Contractor** of the **CityCity** and the **CityCity** (each a party or the parties) hereby specifically agrees and acknowledges:

1. That during the course of this contract, the parties may disclose to each other may become aware of, disclose to or be provided access to, certain confidential information of the other by representatives of the other , or through assigned job responsibilities, or by other means; said confidential information including but not necessarily limited to:

    a. Technical information: Methods, processes, data elements, table values, database objects and data, compositions, documents, e-mail compositions and notifications (whether sent or not), systems and systems documentation, internal and vendor provided techniques, system creation and implementation strategies, computer hardware and/or software and associated network hardware and software information, computer programs and other related programming code and programming code documentation, either created internally by me or others or provided by the **CityCity** or **Contractor** or third parties for my use, and/or other such confidential system information provided by the **CityCity**, or drafts and/or beta copies thereof.

    b. Business information: Internal and external **CityCity** or **Contractor** contact lists, project or process costing data, engineering and materials supply source information, financial and contract data, contract contingency data, financial systems and/or plans and design strategies and timeframes, upgrade strategies and timeframes, financial data, employee data, vendor data, and other such confidential data, data elements, or information.

    c. Security: Login id's and passwords and/or system access rights, access keys, license keys, network authorizations, intranet and internet access capabilities and privileges, and/or other such system access information and rights provided by the **CityCity** or **Contractor**, and which may grant access to either internally or externally developed or provided programs, systems, networks, and/or processes, and which are recognized by the **CityCity** or **Contractor** as being material to and appropriate and necessary for the proper execution of the job responsibilities for which I have been employed.

    d. Rights: The right to administer, operate, view, control, and/or debug all or specific information, technical, or security systems in use at or by the **CityCity** or **Contractor**, and which have been specifically assigned by the **CityCity**   or **Contractor** for administration and/or control within the limits of my security privileges and job responsibilities, or to which **Contractor** has been specifically assigned by the **CityCity** to participate in activities related to for the purpose of conducting **CityCity** business or resolving **CityCity** technical or other issues related to such systems, and which may include access rights to the information contained in such systems and/or the systems to which they are connected, either through **CityCity** approved design, or internal or external **City** agreements, or indirectly through accessing such systems for authorized purposes, and which may include systems installed at the **City** or at other locations approved by the **City** or to which

the **City** is connected either electronically, contractually, or through other means or agreements, and which may include systems developed internally or externally, and which may reside as connected or standalone systems, and which may include the right to employ technical or other measures and/or internal and external resources of any type approved by the **City** and authorized within the scope of my job responsibilities, either through provided tools and mechanisms, or through contracted or ad hoc service agreements with entities approved by the **City**, and which may act on systems or processes, and which the **City** recognizes may include the right to control, administer, debug, and investigate processes or data elements associated with such systems, utilizing measures, resources, strategies, code, objects, and other such tools and mechanisms which, by their nature and because of their design, and due to the requirements of the specific work to which such tools, processes or rights are applied, may operate outside of and which may have limited or no interaction with any internally developed or externally provided software or hardware security model, design, tools, capabilities, policies, procedures, and/or requirements, such rights and access privileges being recognized by the **City** as the rights and access privileges required to perform the specific responsibilities of my particular employment at the **City** and which have been specifically granted to **Contractor** by the **City** for that purpose through the security privileges provided to **Contractor** by the **City**, and deemed necessary by the **City** for maintaining **City** systems.

2. During this contract, or at any time after the termination of this contract with the **City**, neither party shall use for itself or others, or disclose or divulge to others, including future employees or employers, any such confidential information, or any other proprietary data or access rights and/or privileges of/to any such systems of the **City** or **Contractor** as described above, or gain any access to any **City** or **City** contracted system in violation of this agreement, or use/share any such information or access so gained, for any purpose not specifically authorized by the **Contractor** or **City**, without the specific written approval of the other party or as ordered by a court of competent jurisdiction.

3. The parties agree that if a request of any sort is received from any third party to disclose confidential information, they shall not respond to such request, and shall instead immediately notify the other party through its Public Information Officer or Contract Administrator of the request for disclosure.

4. **Contractor** recognizes that internal **City** rules, policies, procedures, and regulations, and in certain cases, applicable State and Federal law govern certain aspects of the authority provided to **Contractor** by the **City** such that the responsibilities of the contract can be performed by **Contractor**, and **Contractor** agrees to abide by all such rules, policies, procedures, and laws in effect at the commencement of my employment or contract, or which may be enacted during the contract, in administering the systems under **Contractor**'s control and within **Contractor**'s responsibility, and to perform such job responsibilities solely within the confines of the rights and privileges granted to **Contractor** by the **City** and which the **City** recognizes are necessary for the proper discharge of **Contractor** responsibilities.

5. The parties each agree not to utilize, use, administer, invoke, or exploit any system feature, strength, weakness, authorized or unauthorized access or access privilege, or any other security or system hardware, software, security, or other right, breach of right, or system feature or malfunction that may come to the other's attention, by or through any means, to in any way gain any unauthorized or improper access to or control over

any system, or system information, data storage area(s), or the data contained in such data storage area(s), or any other physical or logical data or information storage, transmission, or control area, location, facility, hardware, or software at the **City**, at any time or for any reason whatsoever, or to share any such information or access so gained, without the express written permission of the **City** or as directed by **City** policies, rules, procedures, and/or processes.

6. Each party further agrees to immediately notify the other and its officials of any incident or information that the party becomes aware of concerning any internal or external system, resource, activity, or entity which might, by its activities, presence, policies, or practices, be in violation of, or have the potential for causing any violation of, any portion of this agreement, or which may cause a party to violate or create the potential for a party to violate any portion of this agreement, other **City** policies, rules, procedures, and processes, or applicable State or Federal law.

7. **Contractor** further agrees that upon the termination of the contract with the **City**:

   a. **Contractor** shall return to the **City** all documents, records and property of the **City**, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, contact lists, computer hardware and/or software, or any other **City** owned or vendor provided materials, documentation, records and correspondence, whether they be hard copy, electronic, or some contained in some other format or media, and all copies thereof relating in any way to the **City**'s business, my participation in that business, or in any way obtained by **Contractor** during the course of the contract by any means and through any party, either directly or indirectly. **Contractor** further agrees that **Contractor** shall not retain copies, notes, working memoranda, drafts, prior versions, prior compositions, or any abstracts of the foregoing.

   b. The **City** may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach thereof.

   c. The length of time this agreement is to remain in effect is indefinite, or until released in writing by the **City**.

8. **Contractor** further recognizes and agrees, that violations of this agreement may result in disciplinary action by the **City** and at the **City**'s discretion, up to and including termination of the contract for services with the **City**, the seeking of injunctive or other civil relief by the **City**, and/or notification of proper State and Federal Agencies for further action as required by law.

9. **Contractor** agree that this agreement shall be construed under the laws of the State of California; that in the event any part of this agreement is held to be void, voidable, or unenforceable for any reason whatsoever, the remainder of this agreement not held void, voidable or unenforceable by the court shall remain in full force and effect; and that the prevailing party in any action to enforce this agreement shall be entitled to costs and attorneys' fees.

Appendix J

Google Services Agreement

Appendix J
Google Apps Premier Edition Agreement

This Google Apps Premier Online Agreement (the "**Agreement**") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("**Google**") and the entity agreeing to these terms ("**Customer**"). This Agreement is effective as of the date you click the "I Accept" button below (the "**Effective Date**"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you
represent, to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please do not click the "I Accept" button below. This Agreement governs Customer's access to and use of the Service.

1. Services.

 1.1. **Generally.** Google will provide the Services to Customer during the Term of this Agreement. Google will provide Customer with a password and an Admin Account to use for administering the End User Accounts, and other relevant features of the Service, if applicable. Customer may use the Services to: (a) provide End User Accounts to its End Users; and (b) administer End User Accounts through the Admin Console.

1.2. **Facilities.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.

1.3. **Modifications.**
a. **To the Services.** Google may make commercially reasonable modifications to the Service, or particular components of the Service, from time to time. Google will use commercially reasonable efforts to notify Customer of any such changes.

b. **To Applicable Terms.** If Google makes a material change to the URL Terms, then Google will notify Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

1.4. **Customer Domain Name Ownership.** Prior to providing the Services, Google may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

1.5. **Privacy Policies.** Google will comply with the Privacy Policy and the Privacy Notice. Changes to the Privacy Policy and the Privacy Notice will be made as stated in the applicable policy.

1.6. **Ads.**

a. **Default Setting.** The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

b. **Generally.** Ads will comply with the AdWords Guidelines. Except as stated otherwise under this Agreement, Google will neither contact the End Users directly through email, nor authorize a third party to contact the End Users directly by email, for advertising purposes. If Google is authorized to serve Ads, any revenue generated from the display of Ads will be retained by Google and will not be subject to any revenue sharing.

1.7. **Data Transfer.** Google agrees to store and process such Customers' email and Google Message Discovery (GMD) data only in the continental United States.

1.8 "Google TOS" means the online terms of service located at: http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html or at other such URL as may be provided by Google from time to time.

1.9 The Google TOS refers to several standard Google policies which are referenced by URL and which may be updated from time to time. These policies include the Acceptable Use Policy, the Customer Privacy Notice, the End User Privacy Notice, the Google Apps API Terms of Use, and the Trademark Guidelines.

1.10 Google will present the Google TOS to the IT Administrator of the Customer only upon the first log in to the Service for each Customer
Domain, and will not present the Google TOS to every End User of the Customer.

1.11 Topics presented here in the written Google TOS take precedence over the online TOS.

2. Customer Obligations.

2.1 **Compliance with the Agreement.** Customer will comply with the Acceptable Use Policy and the Agreement, and will use best efforts to ensure its End Users do the same. Google may make additional applications, features or functionality available from time to time through the Service, the use of which may be contingent upon Customer's agreement to additional terms. Customer agrees that its use of the APIs or the Domain Service is subject to its compliance with the API Terms of Use, or Domain Service Terms, as applicable.

2.2 **Aliases.** Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names. Google reserves the right to be copied on emails sent to these aliases for Customer Domain Names.

2.3 **Customer Administration of the Services.** Customer may specify one or more Administrators through the Admin Console who will have the rights to access the Admin Account and to administer the End User Accounts. Customer is responsible for: (a) maintaining

the confidentiality of the password and Admin Account; (b) designating those of its employees who are authorized to access the Admin Account; and (c) ensuring that all activities that occur in connection with the Admin Account comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of Customer's electronic messaging system or messages and that Google is merely a data-processor.

2.4 **Privacy.** Customer agrees to protect the privacy rights of its End Users under all applicable laws and regulations. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain consent from all End Users to Customer's access, monitoring, use or disclosure of this data, and to Google providing Customer with the ability to do so. Customer is responsible for obtaining any necessary authorizations from End Users to enable Google to provide the Services.

2.5 **Unauthorized Use.** Customer will use all commercially reasonable efforts to prevent unauthorized use of the Service, and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

3. Requesting End User Accounts; Service Term.

3.1 **Initial Term; Prorated Terms.** The initial term for End User Accounts purchased prior to the Service Commencement Date will be twelve months beginning on the Service Commencement Date. End User Accounts purchased after the Service Commencement Date will have a prorated term ending on the anniversary of the Service Commencement Date. Google may revise its rates with at least thirty days prior written notice to Customer, including by email, effective for the following term.

3.2 **Automatic Renewal.** The default setting for the Services is auto renewal for all End User Accounts. If the automatic renewal setting is enabled, after the initial term each End User Account will automatically renew on each anniversary of the Service Commencement Date for an additional twelve month term. Customer will pay Google the then-current yearly Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Google via the Admin Console.

3.3 **Disabling Automatic Renewal.** Customer may disable the automatic renewal option via the Admin Console. If Customer disables this automatic renewal setting, Customer's End User Accounts will terminate upon the conclusion of the then current term. Google may re-enable the automatic renewal setting on Customer's behalf if Customer reduces or modifies the number of End User Accounts scheduled for renewal via the Admin Console.

3.4 **Requesting End User Accounts.** Customer may request End User Accounts by: (i) notifying its designated Google Account Manager; (ii) ordering End User Accounts via the Admin Console.

4. Payment.

4.1 **Payment.** All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.

a. **Credit Card Orders.** Fees for Credit Card orders are due immediately upon order placement. Google will bill the credit card provided via the Order Page for all applicable Fees when due. If credit card authorizations or charge attempts are declined, Google may immediately disable or cancel the Service, in its sole discretion.

b. **Invoice Orders.** Fees for orders where Google issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent thirty days after the date of the applicable invoice.

4.2 **Delinquent Payments.** Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

4.3 **Taxes.** Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for such amounts. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such payments.

5. Technical Support Services.

5.1 **By Customer.** Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Service. Customer will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalation to Google.

5.2 **By Google.** If Customer cannot resolve a support issue, then Customer may escalate the issue to Google in accordance with the applicable TSS Guidelines. Google will respond in accordance with the applicable TSS Guidelines.

6. Suspension.

6.1 **Of End User Accounts By Customer.** If Customer becomes aware of an End User's violation of the Agreement, unless Google agrees otherwise in writing (including by email), Customer may Suspend the applicable End User Account. The duration of any Suspension will be until the applicable End User cures the breach giving rise to such Suspension. Customer may Suspend its End Users for its own reasons.

6.2 **Of End User Accounts by Google.** If Customer fails to Suspend an End User Account pursuant to Section 6.1 above, then Google may specifically request that Customer do so. If Customer fails to comply with Google's request to Suspend an End User Account, then Google reserves the right to do so. The duration of any Suspension by Google will be until Google is reasonably satisfied that the applicable End User has cured the breach which caused the Suspension.

6.3 **Of the Services by Google.** If: (i) Customer materially violates this Agreement; (ii) Google provides Customer with commercially reasonable notice of this violation (which may be by email to the Notification Email Address); (iii) Google uses commercially reasonable efforts to discuss and resolve the violation with Customer; and (iv) despite the foregoing, the violation is not resolved to Google's reasonable satisfaction, then Google reserves the right to Suspend

administrative access to the Service, or to particular components of the Service. If, after all of the foregoing, Customer still has not cured a violation within thirty days of the commencement of a suspension under this Section, then Google may immediately terminate the Services for cause.

6.4 **Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

7.1 **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

7.2 **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3 **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7.4 **The Admin Tool and Third Party Requests.**

a. **Admin Tool.** Google will provide the Admin Tool only as a part of providing the Service. Customer misuse of the Admin Tool is considered a material breach of the Agreement.
b. **Third Party Requests.** Customer is responsible for responding to Third Party Requests. Google will, unless it is prohibited by law or by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact Google only if it is insufficient for Customer's needs.

8. Intellectual Property Rights; Brand Features.

8.1 **Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

8.2 **Display of Brand Features.** Google may display only those Customer Brand Features authorized by Customer, and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. If Customer wants to display Google Brand Features in connection with the Services, Customer will comply with the Trademark Guidelines.

8.3 **Brand Features Limitation.** Each party may use the other party's Brand Features only as permitted in this Agreement. Any use of a party's brand features will inure to the benefit of the party holding intellectual property rights to those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

9. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) alter the Service Pages; (b) alter information transmitted through the Services to End Users (except as required to comply with the terms of this Agreement or commercially reasonable internal policies of Customer); (c) share content or documentation provided by Google to Customer as a part of Google's provision of the Services with any third party; (d) except as expressly authorized in the Agreement, sell, resell, lease, or the functional equivalent, the Services to a third party; (e) attempt to reverse engineer the Services or any component of the Services; (f) attempt to create a substitute or similar service through use of, or access to, the Services; or (g) use the Services for High Risk Activities.

10. Publicity. Customer hereby consents to Google's inclusion of Customer's name in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent.

11. Representations and Disclaimers.

11.1 **Representations.** Each party represents that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Google warrants that it will provide the Services in accordance with the applicable SLA. Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

11.2 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. THE SERVICE IS NEITHER DESIGNED NOR INTENDED FOR HIGH RISK ACTIVITIES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

12. Termination.

12.1 **Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

12.2 **Effects of Termination.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately; (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then current rates for the applicable Service; (iii) after a commercially reasonable period of time, Google will delete Customer Data pursuant to the Google Apps Privacy Notice; and (iv) upon request each party will promptly return or destroy all other Confidential Information of the other party.

13. Indemnification.

13.1 **By Customer**. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's, or its End Users', use of the Services in violation of the
Agreement. Google will reasonably assist Customer in presenting clickthough terms to its End Users, if Customer would like to pass through certain of its obligations under this section to its End Users.

13.2 **By Google**. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under
this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

13.3 **Possible Infringement**.
a. **Repair, Replace, or Modify.** If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

b. **Suspension or Termination.** If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of the Services

13.4 **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14. Limitation of Liability.

14.1 **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

14.2 **Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

14.3 **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

15. Miscellaneous.

15.1 **Notices.** All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

15.2 **Assignment**. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

15.3 **Change of Control.** Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction):

(a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

15.4 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

15.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

15.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

15.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

15.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

15.10 Governing Law. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

15.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

15.12 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

15.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

15.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

15.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

16. **Definitions.**
    o "**Account Manager**" means the Google business person working with Customer regarding Customer's purchase of the Services.

    o "**Admin Account**" means the administrative account provided to Customer by Google for the purpose of administering the End User Accounts. The use of the Admin Account requires a password, which Google will provide to Customer.

    o "**Admin Console**" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

    o "**Admin Tool**" means online tools or APIs, or both, provided by Google to Customer to be used by Customer in connection with Customer's administration of the services to End

Users, which may include, among other things, account maintenance, enforcement of Customer usage policies, and Third Party Requests.

o "**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

o "**Acceptable Use Policy**" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or other such URL as may be provided by Google.

o "**Ads**" means online advertisements displayed by Google to End Users.

o "**AdWords Guidelines**" means the Google AdWords Editorial Guidelines located at https://adwords.google.com/select/guidelines.html or other such
URL as may be provided by Google.

o "**APIs**" means the Google APIs listed here:
http://code.google.com/apis/apps/overview.html or other such URL as may be provided by Google.

o "**API Terms of Use**" means the terms of use here:
http://www.google.com/a/help/intl/en/admins/api_terms.html or other such URL as may be provided by Google.

o "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

o "**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

o "**Customer Data**" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.

o "**Customer Domain Names**" mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Page.

o "**Domain Service**" means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

o "**Domain Service Terms**" means the terms at:
http://www.google.com/a/help/intl/en/admins/domain_service_terms.html, or other such URL as may be provided by Google.

o "**Emergency Security Issue**" means either: (a) an End User's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other End

Users' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

o "**End Users**" means the individuals Customer permits to use the Services.

o "**End User Account**" means Google-hosted accounts provided to End Users through the Services for the purpose of enabling such End Users to use the Service.

o "**Fees**" means the amounts invoiced to Customer by Google for the Services as described in an Order Page.

o "**Help Center**" means the Google help center accessible at http://www.google.com/support/ or other such URL as may be provided by Google.

o "**High Risk Activities**" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.

o "**Intellectual Property Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

o "**Notification Email Address**" means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.

o "**Order Page**" means the online order page Customer completes in signing up for the Services, and which contains: (i) the Service being ordered; (ii) Fees; (iii) number of, and Initial Term for, End User Accounts; (iv) a valid credit card; and (v) Customer Domain Names.

o "**Privacy Notice**" means the privacy notice located at http://www.google.com/a/help/intl/en/admins/privacy.html or other such URL as may be provided by Google.

o "**Privacy Policy**" means the terms at http://www.google.com/a/help/intl/en/users/privacy.html or other such URL as may be provided by Google.

o "**Purchase Order**" means a Customer issued purchase order.

o "**Service**" means the Google Apps Message and Collaboration services provided by Google and used by Customer under this Agreement. The Services are as described here: http://www.google.com/a/help/intl/en/users/user_features.html, or other such URL as may be provided by Google.

o "**Service Commencement Date**" is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the completed Order Page, unless otherwise agreed by the parties.

o "**Service Pages**" mean the web pages displaying the Services to End Users.

o "**SLA**" means the Service Level Agreement here: http://www.google.com/a/help/intl/en/admins/sla.html, or other URL as updated by Google from time to time.

o "**Suspend**" means the immediate disabling of access to the Service, or components of the Service, as applicable, to prevent further use of the Service.

o "**Start Page**" means the Google-hosted web page provided through the Start Page Service.

o "**Start Page Service**" means the service that provides a Google-hosted web page for End Users, and which enables some customization by Customer and some customization by End Users.

o "**Start Page Terms of Service**" means the terms of service located at the following URL: http://www.google.com/a/help/intl/en/admins/startpage_terms.html, or other such URL as may be provided by Google, and which terms govern Customer's use of the Start Page Service.

o "**Taxes**" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.

o "**Term**" the term of the Agreement will begin upon the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement.

o "**Third Party Request**" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

o "**Trademark Guidelines**" means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: http://www.google.com/permissions/guidelines.html, or other such URL as may be provided by Google.

o "**TSS**" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

o "**TSS Guidelines**" means Google's technical support services guidelines then in effect for the applicable Services. TSS Guidelines are at the following URL: http://www.google.com/a/help/intl/en/admins/tssg.html or other URLs as may be provided by Google.

o "**URL Terms**" means the "SLA" and "Services" definitions, and other terms with which Customer must comply, which are located at a URL and referenced in this Agreement.