



TRANSMITTAL

0150-08610-0002

TO The Council	DATE MAY 27 2011	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Amendments to Contracts with 3Di, Inc., APR Consulting, Inc.,
Commercial Programming Systems, Inc., and Rydek Computer Professionals, Inc.,
for Professional Contract Programming Services**

Transmitted for further processing. See the
City Administrative Officer report attached.


(Matt Szabo)
MAYOR 

MAS:JWW:11110028c

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

To: Mayor	Date: 05-25-11	C.D. No.	CAO File No.: 0150-08610-0002				
Contracting Department/Bureau: Information Technology Agency		Contact: Laura Ito					
Reference: Request for report from Mayor dated March 2, 2011.							
Purpose of Contract: Occasional and temporary technology support and programming services.							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: July 1, 2008, through June 30, 2013 (Amendments extend the term from three years to five years)					
Contract/Amendment Amount: See report							
Proposed amount + Prior award(s) = Total							
Source of funds: Various							
Name of Contractors: 3Di, Inc., 3 Pointe Drive #307, Brea, CA 92821 (20 percent of workforce resides in City) APR Consulting, Inc., 22632 Golden Springs Dr., Suite 380, Diamond Bar, CA 91765 (38 percent of workforce resides in City) Commercial Programming Systems, Inc., 4400 Coldwater Canyon Ave., Suite 200, Studio City, CA 91604 (38 percent of workforce resides in City) Rydek Computer Professionals, 898 N. Sepulveda Blvd., Suite 465, El Segundo, CA 90245-2075 (41 percent of workforce resides in City)							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: See above				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Information Technology Agency (ITA) requests approval of the amendments to each of four contracts for occasional and temporary technology support and programming services. The services include analysis, design, implementation, and support of data processing systems and the operation of data processing equipment and related operations. In each case, the contract is proposed to be extended by two years to a total term of five years through June 30, 2013. Three of the four contracts are also approaching the expenditure limit, and in those cases ITA is requesting to increase the maximum compensation under the contract. With the exception of the amendment to the contract with Commercial Programming Systems, Inc., each proposed amendment is the first amendment to the contract. The CPS contract was previously amended on July 27, 2010 in order to increase the compensation by \$2,000,000 from \$2,000,000 to \$4,000,000.

The four contractors were selected through a 2008 request for proposal process that established a pool of qualified applications developers, data managers, information technology business process analysts, and systems and network developers to address specific projects as they arise. All City departments can use the contracts to select from the pool following a secondary selection process.

 JWW Analyst 11110028c	 Assistant CAO	 City Administrative Officer
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When a specific project is required, a department sends a secondary solicitation to all four eligible companies and awards the project based on the responses received, subsequent interviews, and the price proposed. ITA states that it will conduct a request for proposal process to award new contracts following the expiration of the proposed amendments rather than seek to amend the contracts again.

ITA has requested the authority to increase the maximum compensation for the three contractors that are approaching the contractual compensation limit. There are several ongoing projects that are currently administered by ITA, the Housing Department, and the Community Development Department that may require support from the contractors. Therefore, it is likely that the work by these contractors will exceed the current compensation limit prior to the proposed expiration of the contracts on June 30, 2013. The contract with 3DI, Inc., is not approaching the maximum compensation limit and does not require a compensation adjustment at this time. For each contractor, the current authorized spending to date, the current expenditure limit, the remaining authority, and the proposed expenditure limit is identified below:

Contractor	Spending to Date	Current Spending Limit	Remaining Spending Authority	Proposed Spending Limit
3DI, Inc.	\$ 535,000	\$ 2,000,000	\$1,465,000	\$ 2,000,000
APR Consulting, Inc.	1,814,816	2,000,000	185,184	4,000,000
Commercial Programming Systems, Inc.	2,999,928	4,000,000	1,000,072	5,000,000
Rydek Computer Professionals	1,120,113	2,000,000	879,887	3,000,000
Totals	<u>\$6,469,857</u>	<u>\$10,000,000</u>	<u>\$3,530,143</u>	<u>\$14,000,000</u>

The proposed amendments would increase the current total spending authority during the two-year extension by \$4,000,000 from \$3,530,143 to \$7,530,143.

Risks Associated with Master Contracts

There are risks associated with master contracts related to departmental compliance with City contracting requirements. While the master contracts are reviewed to ensure full compliance, the use of the contracts is decentralized and subsequent agreements under the master contracts do not require the review of this Office, or the approval of the Mayor or Council. Therefore, ITA must be accountable to ensure that: 1) Cumulative contract spending by all City departments remains within approved limits; 2) Departments that wish to use these contracts have the budgetary authority to do so; 3) Each individual award is for a project that is short-term in nature and thus, as required by Charter Section 1022, it is more feasible to contract for the proposed work than to use City employees; 4) As required by City policy, the work to be performed by the contractor could not have been performed by City employees subject to furloughs, layoffs or other position reduction measures; and, 5) A secondary solicitation process is completed.

These contracts, however, enable the City to quickly access a high level of expertise and augment City staff to support specific short term projects, which is a benefit to City operations. Therefore, ITA has taken several steps to mitigate these risks. ITA has adopted a contracting policies and procedures manual for departments that use these contracts that requires: 1) Reporting of departmental expenditures to ITA to support ITA’s efforts to limit spending to authorized levels; 2) Departments to demonstrate that they have the budgetary authority to use the contracts; 3) Services to be limited to a period no longer than 12 months; 4) Departments to undergo a secondary

solicitation process that includes all four companies. In addition, the master contract states that: 1) Projects awarded must be short-term in nature; and, 2) The contractor must report projects and expenditures to ITA. Finally, ITA requires all departments to submit a certification that projects: 1) Do not involve work that would have otherwise been performed by City employees that are subject to furloughs, layoffs or other position reduction measures; and, 2) Are short-term in nature.

Contract Compliance with City Policies

The contractors have complied with all relevant City contracting requirements. The Mayor's Office of Economic Development waived the good faith effort outreach requirements. As discussed above, there are adequate controls to ensure that the contract maximums are not exceeded and that expenditures only occur if budgetary authority has been provided by the Mayor and Council. Therefore, approval of these amendments complies with the City's Financial Policies.

The proposed amendments have a labor component that exceeds \$25,000. Therefore, pursuant to Charter Section 1022, this Office must determine that it is more economical or feasible to contract for this service. The work is intermittent and short term in nature, and it would be difficult to retain staff following the completion of specific projects. Further, while the Personnel Department found that there are departments with City staff who can perform some of the work to be contracted, ITA has surveyed these departments and none had adequate staff to dedicate to these projects. Therefore, this Office determines that it is more feasible to contract for this work.

RECOMMENDATION

That the Council:

1. Authorize the General Manager of the Information Technology Agency to execute Amendment No. 2 to the contract with Commercial Programming Systems, Inc., for occasional and temporary technology support and programming services, to increase the maximum compensation under the contract by \$1,000,000 to \$5,000,000, and to extend the term of the contract by two years until June 30, 2013, subject to the approval of the City Attorney;
2. Authorize the General Manager of the Information Technology Agency to execute Amendment No. 1 to the contract with Computer Professionals Unlimited, Inc., DBA Rydek Computer Professionals, for occasional and temporary technology support and programming services, to increase the maximum compensation under the contract by \$1,000,000 to \$3,000,000, and to extend the term of the contract by two years until June 30, 2013, subject to the approval of the City Attorney;
3. Authorize the General Manager of the Information Technology Agency to execute Amendment No. 1 to the contract with APR Consulting, Inc., for occasional and temporary technology support and programming services, to increase the maximum compensation under the contract by \$2,000,000 to \$4,000,000, and to extend the term of the contract by two years until June 30, 2013, subject to the approval of the City Attorney; and,
4. Authorize the General Manager of the Information Technology Agency to execute Amendment No. 1 to the contract with 3DI, Inc., for occasional and temporary technology support and

programming services, to extend the term of the contract by two years until June 30, 2013, subject to the approval of the City Attorney;

FISCAL IMPACT STATEMENT

No specific projects will be initiated as a result of the amendments to this contract. Projects will only be pursued under these amendments if funding is first authorized. The total amount added to the contract authority through these amendments is \$4,000,000 and the cumulative spending authority available during the term of the two-year extensions is \$7,530,143. Funding could be provided by a variety of sources. Approving the recommendations in this report is in compliance with the City's Financial Policies.

CITY OF LOS ANGELES

CALIFORNIA

RANDI LEVIN
GENERAL MANAGER
CHIEF TECHNOLOGY OFFICER

MARK P. WOLF
EXECUTIVE OFFICER

ASSISTANT GENERAL MANAGERS
BEVERLEY DEMBO
KEVIN K CRAWFORD



3 PM 4:36

ADMINISTRATIVE OFFICER

ANTONIO R. VILLARAIGOSA
MAYOR

INFORMATION TECHNOLOGY
AGENCY

ROOM 1400, CITY HALL EAST
200 NORTH MAIN STREET
LOS ANGELES, CA 90012
(213) 978-3311
FAX (213) 978-3310

ITA.LACITY.ORG

February 28, 2011

REF: ASB-069-11

Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Pamela Finley, Legislative Coordinator

Subject: **REQUEST FOR FOUR PERSONAL SERVICES CONTRACT AMENDMENTS
FOR INFORMATION TECHNOLOGY CONTRACT PROGRAMMERS**

Dear Mayor Villaraigosa:

Executive Summary

In accordance with Executive Directive No. 3, attached for your review and approval are personal services contract amendments with 3DI Inc., Computer Professionals Unlimited, Inc dba Rydek Computer Professionals, Commercial Programming Systems, Inc. (CPS), and APR Consulting Services to extend the term of performance for two additional years with no increase in the expenditure limits. ITA's two year contract extension request will allow the consultants/contract programmers to continue and complete vital applications development work on mission critical systems and applications. The above contracts are used on a citywide basis.

Background

On January 16, 2008, ITA issued a Request for Proposals (RFP) for information technology support personnel/contract programmers on an as-needed basis. The intent of the contracts to be awarded as a result of the RFP was to obtain the services of high quality contract staff for use in two distinct manners: 1) provide staff for temporary situations which do not justify the addition of permanent staff; and or 2) require unique technical qualifications and skill sets.

Effective July 1, 2008, entered into agreements (contracts) with the following four vendors to provide IT professional contract programming services:

- 3DI, Inc
- Computer Professionals Unlimited, Inc dba Rydek Computer Professionals
- Commercial Programming Systems, Inc (CPS)
- APR Consulting Services

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The four contracted firms comprised of a qualified pool from which City departments can choose contract programmers based on the level of expertise required with each scope of work. The basic process in selecting a vendor is as follows:

- Requested skills sets and/or experience are sent to each vendor
- Resumes including hourly rates are submitted by each vendor matching the requirements
- Candidates are interviewed and selected

All four companies have been utilized and have provided high quality programmers for several city departments. The following departments have used the personal services contract for existing and ongoing projects:

- Los Angeles Police Department (LAPD)
- Community Development Department (CDD)
- Los Angeles Housing Department (LAHD)
- Information Technology Agency (ITA)

The term of each contract was for a period of three (3) years commencing on July 1, 2008 and terminating on June 30, 2011. Total contract expenditure limit for each firm is \$2,000,000 (Two Million Dollars).

The first amendment effective July 27, 2010 increased the total contract expenditure limit for Commercial Programming Systems, Inc (CPS) from \$2,000,000 to \$4,000,000.

Term Extension Supporting Information

A survey of departments determined that they will be continuing projects beyond the 06/30/2011 expiration date of the contract. The following is a list of departments and the existing and/or future projects:

- Los Angeles Police Department (LAPD)
 - Project: LAPD/LADOT GIS Collision Information System
- Community Development Department (CDD)
 - Project: CDD Web, Integrated Services Information System (ISIS), Consolidated Plan Online Application System (CPAS), Youth Data Transfer Load
- Los Angeles Housing Department (LAHD)
 - Projects: Housing Information Monitoring System (HIMS), Billing Information Management System (BIMS), Disaster Recovery , Compliance Code Rent System (CCRS)
- Information Technology Agency (ITA)
 - Projects: Supply Management System (SMS), Enterprise Systems Operations, and Financial Management System (FMS).

Impact

If a term extension is not granted, it will have significant negative impact on many critical citywide projects. Negative ongoing effects of attrition and the need for IT specific skill sets require the use of contract programmers. These contract programmers are necessary for continuity to keep mission critical projects on track, otherwise they could be at significant risk for delays and/or project completion.

Additional supporting information for FMS and SMS is as follows:

- FMS is a sophisticated and complex large scale financial system and is scheduled for citywide implementation in July 2011.
- FMS demands 24/7 support which requires the use of contract programmers as city staff is not available or does not possess the required skill sets.
- The SMS-FMS integration project is a component of FMS which requires the use of contract programmers for post FMS implementation support and for SMS interfaces.
- Not having contract programmers could have a negative impact as SMS system problems may not be resolved. This could result in delays or failure of the City's procurement process and the department's ability to complete purchasing transactions.
- The Go Live and Year-End Projects will also require Contract Programmers.

Expenditure Information

All vendors provided the following expenditure information from July 1, 2008 to February 1, 2011:

<u>Vendor</u>	<u>Expenditures</u>	<u>Expenditure Limit</u>
Commercial Programming Systems	\$1,859,013	\$4,000,000
APR Consulting, Inc	\$ 896,911	\$2,000,000
Rydek	\$ 824,352	\$2,000,000
3Di, Inc	\$ 338,484	\$2,000,000

Each vendor's current actual expenditures (approximately 2 ½ years) are less than half of the total expenditure limit for their individual contract. Based on this information, an increase in expenditure limits is not being requested.

Council File No. 09-0600-S8 Compliance

In May 2009, the Council adopted a policy (C.F. 09-0600-S8) that prohibits all City departments from entering into any new personal services or consulting contracts for work which potentially could be performed by City employees subject to furloughs, layoffs or other position reduction measures. In efforts to insure compliance with C.F. 09-0600-S8, a Verification Statement (please see Attachment C) was developed. The Verification Statement will be signed at the level of Assistant General Manager or General Manager and will accompany all contract programmer services requests.

In accordance with Charter 1022, the Personnel Department has determined that Charter 1022 is not necessary for these amendments because there is no change to the contract amount/services that were previously approved for each contract.

The contractor had complied with all City administrative requirements for personal services contracts of this type. In addition, the contractor has maintained the required insurance, which is on file with the Office of Risk Management. The contract amendment has been submitted to the City Attorney for review as to form.

	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose			x	a. Equal Employmt. Oppty./Affirm. Action	x		
2. Appropriated funds are available	x			b. Good Faith Effort Outreach			x
3. Charter Section 1022 completed	x			c. Equal Benefits Ordinance	x		
4. Proposals have been requested	x			c. Contractor Responsibility Ordinance	x		
5. Risk Management review completed	x			e. Slavery Disclosure Ordinance	x		
6. Standard Provisions for City Contract	x			f. Bidder Certification CEC Form 50	x		
7. Workforce that resides in the City: %				*N/A = not applicable			

The headquarters address and workforce information for each contractor is as follows:

Commercial Programming Systems, Inc.
 4400 Coldwater Canyon Ave., Suite 200
 Studio City, CA 91604
 % of Workforce Residing in the City: 38%

Rydek Computer Professionals
 898 N. Sepulveda Blvd., Suite 465
 El Segundo, CA 90245-2705
 % of Workforce Residing in the City: 41%

APR Consulting, Inc.
 22632 Golden Springs Dr., Suite 380
 Diamond Bar, CA 91765
 % of Workforce Residing in the City: 38%

3DI, Inc.
 3 Pointe Drive #307
 Brea, CA 92821
 % of Workforce Residing in the City: 20%

Funding

ITA will require departments to follow its procedures for IT personal services contracts before authorizing the use of these as yet unallocated limits. Funding for the approved projects is subject to the adopted budget authorities for each department. The execution of these amendments does not obligate the City to utilize the contractors' services or all the allocated funds.

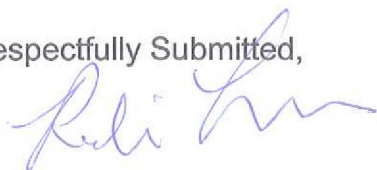
Honorable Antonio R. Villaraigosa
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Recommendation

That the Council, subject to the approval of the Mayor, authorize the General Manager, of the Information Technology Agency, or her designee, to execute the personal services contract amendments with 3DI Inc., Rydek Computer Professionals, Commercial Programming Systems, Inc., and APR Consulting Services to extend the term of the contract for two additional years from 06/30/2011 to 06/30/2013.

Please contact Ms. Laura Ito, Chief Management Analyst at 978-3322 with any additional questions.

Respectfully Submitted,



Rand Levin
General Manager

Attachments

ec: Jacob Wexler, CAO
Beverley Dembo, ITA
Betty Ngo, ITA
Tita Zara, ITA
Irene Mayeda, ITA
Nicanier Rosas, ITA

AMENDMENT NO. 1 TO
CONTRACT NO. C-113884

between

CITY OF LOS ANGELES

and

3DI, INC.

THIS AMENDMENT No. 1 to CONTRACT No. C-113884 is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "CITY"), acting by and through the Information Technology Agency, and 3DI, Inc., a California corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY's Information Technology Agency (hereinafter referred to as "ITA") has responsibility for maintenance and development of the Los Angeles information technology infrastructure to provide operating departments immediate access to the information they need to serve the citizenry;

WHEREAS, the occasional provision of specialized contract personnel knowledgeable in the operation of information technology systems to augment regular City staff could greatly assist in accomplishing the approved work program;

Whereas, the work to be done under this contract can be performed more feasibly by a contractor than by City employees because it is limited in scope and intermittent in nature, and because the contract is to be used when City departments have an immediate need for systems support that cannot be met by existing employees;

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

WHEREAS, effective July 1, 2008, the City and CONTRACTOR entered into Contract No. C-113884 ("Contract");

WHEREAS, the services in the Contract are utilized citywide;

WHEREAS, the Contract will expire on June 30, 2011;

WHEREAS, the provision of specialized contract personnel are still required by City departments on a short-term basis only;

WHEREAS, the City now desires to amend the Contract to extend the term through June 30, 2013;

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

1. Section II. Period of Performance is hereby deleted in its entirety and replaced by two subsections as follows:

A. PERIOD OF PERFORMANCE

The term of this Contract shall commence on July 1, 2008 and shall terminate on June 30, 2013, or at such time as all funding provided herein has been expended, whichever occurs first.

B. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

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

2. Section V. Parties to the Contract and Representatives, subsection C. City's Representative and subsection D. City's Project Manager is hereby modified to read as follows:

C. City's Representative

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

Name: Laura Ito
Title: Director of Finance and Administration

Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3322
Fax: (213) 978-3310
E-mail: laura.ito@lacity.org

D. City's Project Manager

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

Name: Beverley Dembo
Title: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3311
Fax: (213) 978-3310
E-mail: beverley.dembo@lacity.org

3. Section XI. First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

XI. FIRST SOURCE HIRING ORDINANCE

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

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

4. Standard Provisions for City Personal Services Contracts (Rev. 10/03) is hereby deleted in its entirety and replaced by Standard Provisions for City Contracts (Rev. 03/09) attached hereto as Appendix A and incorporated by reference.
5. Ratification Clause: Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this amendment. To the extent that said services were performed in accordance with the terms and conditions of this amendment, those services are hereby ratified.
6. Except as amended herein, all other provisions of Contract No. C-113884 shall remain in full force and effect.

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

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

CITY OF LOS ANGELES

By: _____
Laurel L. Lightner
Assistant City Attorney

Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST: June Lagmay
City Clerk

3DI, INC.

By: _____

Signature

Date: _____

Printed Name

Title

Date

Signature

Printed Name

Title

Date

BTRC No.: _____

AMENDMENT NO. 1 TO
CONTRACT NO. C-113887

between

CITY OF LOS ANGELES

and

APR CONSULTING, INC.

THIS AMENDMENT No. 1 to CONTRACT No. C-113887 is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "CITY"), acting by and through the Information Technology Agency, and APR Consulting, Inc., a California corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY's Information Technology Agency (hereinafter referred to as "ITA") has responsibility for maintenance and development of the Los Angeles information technology infrastructure to provide operating departments immediate access to the information they need to serve the citizenry;

WHEREAS, the occasional provision of specialized contract personnel knowledgeable in the operation of information technology systems to augment regular City staff could greatly assist in accomplishing the approved work program;

Whereas, the work to be done under this contract can be performed more feasibly by a contractor than by City employees because it is limited in scope and intermittent in nature, and because the contract is to be used when City departments have an immediate need for systems support that cannot be met by existing employees;

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

WHEREAS, effective July 1, 2008, the City and CONTRACTOR entered into Contract No. C-113887 ("Contract");

WHEREAS, the services in the Contract are utilized citywide;

WHEREAS, the Contract will expire on June 30, 2011;

WHEREAS, the provision of specialized contract personnel are still required by City departments on a short-term basis only;

WHEREAS, the City now desires to amend the Contract to extend the term through June 30, 2013 and increase the total expenditure limit to \$4,000,000 (Four Million dollars);

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

1. Section II. Period of Performance is hereby deleted in its entirety and replaced by two subsections as follows:

A. PERIOD OF PERFORMANCE

The term of this Contract shall commence on July 1, 2008 and shall terminate on June 30, 2013, or at such time as all funding provided herein has been expended, whichever occurs first.

B. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

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

2. Section III.C. Total Contract Expenditure is hereby modified in its entirety to read as follows:

The CITY's total obligation under this Contract shall not exceed \$4,000,000 (Four Million Dollars). The CONTRACTOR further understands and agrees that execution of this Contract does not guarantee that the CONTRACTOR's employees will be utilized.

3. Section V. Parties to the Contract and Representatives, subsection C. City's Representative and subsection D. City's Project Manager is hereby modified to read as follows:

C. City's Representative

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

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

D. City's Project Manager

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

Name: Beverley Dembo
Title: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3311
Fax: (213) 978-3310
E-mail: beverley.dembo@lacity.org

4. Section XI. First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

XI. FIRST SOURCE HIRING ORDINANCE

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

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department

(CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

5. Standard Provisions for City Personal Services Contracts (Rev. 10/03) is hereby deleted in its entirety and replaced by Standard Provisions for City Contracts (Rev. 03/09) attached hereto as Appendix A and incorporated by reference.
6. Ratification Clause: Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this amendment. To the extent that said services were performed in accordance with the terms and conditions of this amendment, those services are hereby ratified.
7. Except as amended herein, all other provisions of Contract No. C-113887 shall remain in full force and effect.

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

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

CITY OF LOS ANGELES

By: _____
Laurel L. Lightner
Assistant City Attorney

Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST: June Lagmay
City Clerk

APR CONSULTING, INC.

By: _____

Signature

Date: _____

Printed Name

Title

Date

Signature

Printed Name

Title

Date

BTRC No.: _____

AMENDMENT NO. 1 TO
CONTRACT NO. C-113885

between

CITY OF LOS ANGELES

and

COMPUTER PROFESSIONALS UNLIMITED, INC. DBA
RYDEK COMPUTER PROFESSIONALS.

THIS AMENDMENT No. 1 to CONTRACT No. C-113885 is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "CITY"), acting by and through the Information Technology Agency, and Computer Professionals Unlimited, Inc. dba Rydek Computer Professionals, a California corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY's Information Technology Agency (hereinafter referred to as "ITA") has responsibility for maintenance and development of the Los Angeles information technology infrastructure to provide operating departments immediate access to the information they need to serve the citizenry;

WHEREAS, the occasional provision of specialized contract personnel knowledgeable in the operation of information technology systems to augment regular City staff could greatly assist in accomplishing the approved work program;

Whereas, the work to be done under this contract can be performed more feasibly by a contractor than by City employees because it is limited in scope and intermittent in nature, and because the contract is to be used when City departments have an immediate need for systems support that cannot be met by existing employees;

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

WHEREAS, effective July 1, 2008, the City and CONTRACTOR entered into Contract No. C-113885 ("Contract");

WHEREAS, the services in the Contract are utilized citywide;

WHEREAS, the Contract will expire on June 30, 2011;

WHEREAS, the provision of specialized contract personnel are still required by City departments on a short-term basis only;

WHEREAS, the City now desires to amend the Contract to extend the term through June 30, 2013 and increase the total expenditure limit to \$3,000,000 (Three Million dollars);

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

1. Section II. Period of Performance is hereby deleted in its entirety and replaced by two subsections as follows:

A. PERIOD OF PERFORMANCE

The term of this Contract shall commence on July 1, 2008 and shall terminate on June 30, 2013, or at such time as all funding provided herein has been expended, whichever occurs first.

B. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

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

2. Section III.C. Total Contract Expenditure is hereby modified in its entirety to read as follows:

The CITY's total obligation under this Contract shall not exceed \$3,000,000 (Three Million Dollars). The CONTRACTOR further understands and agrees that execution of this Contract does not guarantee that the CONTRACTOR's employees will be utilized.

3. Section V. Parties to the Contract and Representatives, subsection C. City's

Representative and subsection D. City's Project Manager is hereby modified to read as follows:

C. City's Representative

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

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

D. City's Project Manager

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

Name: Beverley Dembo
Title: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3311
Fax: (213) 978-3310
E-mail: beverley.dembo@lacity.org

4. Section XI. First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

XI. FIRST SOURCE HIRING ORDINANCE

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

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an

announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

5. Standard Provisions for City Personal Services Contracts (Rev. 10/03) is hereby deleted in its entirety and replaced by Standard Provisions for City Contracts (Rev. 03/09) attached hereto as Appendix A and incorporated by reference.
6. Ratification Clause: Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this amendment. To the extent that said services were performed in accordance with the terms and conditions of this amendment, those services are hereby ratified.
7. Except as amended herein, all other provisions of Contract No. C-113885 shall remain in full force and effect.

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

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

CITY OF LOS ANGELES

By: _____
Laurel L. Lightner
Assistant City Attorney

Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST: June Lagmay
City Clerk

COMPUTER PROFESSIONALS
UNLIMITED, INC. DBA RYDEK
COMPUTER PROFESSIONALS

By: _____

Signature

Date: _____

Printed Name

Title

Date

Signature

Printed Name

Title

Date

BTRC No.: _____

AMENDMENT NO. 2 TO
CONTRACT NO. C-113886

between

CITY OF LOS ANGELES

and

COMMERCIAL PROGRAMMING SYSTEMS, INC.

THIS AMENDMENT No. 2 to CONTRACT No. C-113886 is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "CITY"), acting by and through the Information Technology Agency, and Commercial Programming Systems, Inc, a California corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY's Information Technology Agency (hereinafter referred to as "ITA") has responsibility for maintenance and development of the Los Angeles information technology infrastructure to provide operating departments immediate access to the information they need to serve the citizenry;

WHEREAS, the occasional provision of specialized contract personnel knowledgeable in the operation of information technology systems to augment regular City staff could greatly assist in accomplishing the approved work program;

Whereas, the work to be done under this contract can be performed more feasibly by a contractor than by City employees because it is limited in scope and intermittent in nature, and because the contract is to be used when City departments have an immediate need for systems support that cannot be met by existing employees;

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

WHEREAS, effective July 1, 2008, the City and CONTRACTOR entered into Contract No. C-113886 ("Contract");

WHEREAS, the first amendment to the Contract was executed on July 27, 2010, to increase the contract expenditure limit to \$4 million;

WHEREAS, the services in the Contract are utilized citywide;

WHEREAS, the Contract will expire on June 30, 2011;

WHEREAS, the provision of specialized contract personnel are still required by City departments on a short-term basis only;

WHEREAS, the City now desires to amend the Contract to extend the term through June 30, 2013 and increase the total expenditure limit to \$5,000,000 (Five Million dollars);

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

1. Section II. Period of Performance is hereby deleted in its entirety and replaced by two subsections as follows:

A. PERIOD OF PERFORMANCE

The term of this Contract shall commence on July 1, 2008 and shall terminate on June 30, 2013, or at such time as all funding provided herein has been expended, whichever occurs first.

B. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

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

2. Section III.C. Total Contract Expenditure is hereby modified in its entirety to read as follows:

The CITY's total obligation under this Contract shall not exceed \$5,000,000 (Five Million Dollars). The CONTRACTOR further understands and agrees that execution of this Contract does not guarantee that the CONTRACTOR's employees will be utilized.

3. Section XI. First Source Hiring Ordinance is hereby added to the contract and will read as follows:

XI. FIRST SOURCE HIRING ORDINANCE

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

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

4. Ratification Clause: Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this amendment. To the extent that said services were performed in accordance with the terms and conditions of this amendment, those services are hereby ratified.
5. Except as amended herein, all other provisions of Contract No. C-113886 and previous amendment shall remain in full force and effect.

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

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

CITY OF LOS ANGELES

By: _____
Laurel L. Lightner
Assistant City Attorney

Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST: June Lagmay
City Clerk

COMMERCIAL PROGRAMMING
SYSTEMS, INC

By: _____

Signature

Date: _____

Printed Name

Title

Date

Signature

Printed Name

Title

Date

BTRC No.: _____