

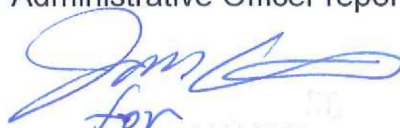
TRANSMITTAL

0150-07808-0002

TO The City Council	DATE DEC 11 2012	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

Proposed Contract between the City and Inflection Point Solutions, Inc. to Provide Software Maintenance and Enhancement Support for the Pretreatment Information Management System

Transmitted for your consideration. See the City Administrative Officer report attached.


for
MAYOR

MAS:BPS:06130001

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

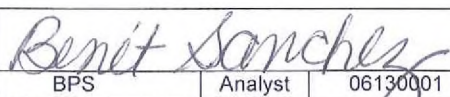
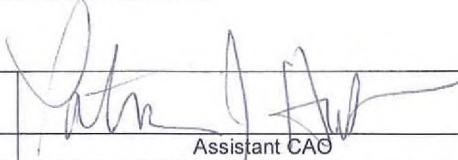

To: The Mayor	Date: 11-07-12	C.D. No. All	CAO File No.: 0150-07808-0002
Contracting Department/Bureau: PW Board		Contact: Arleen P. Taylor	
Reference: PW Board transmittal dated June 29, 2012, referred by the Mayor, and received by this Office on July 2, 2012			
Purpose of Contract: Execute a contract with Inflection Point Solutions to provide software maintenance and enhancement support for pretreatment information management system.			
Type of Contract: (x) New contract () Amendment		Contract Term Dates: six (6) years	
Contract/Amendment Amount: \$2,946,000			
Proposed amount \$ 2,946,000 + Prior award(s) \$ 0= Total \$ 2,946,000			
Source of funds: First Year Costs: \$462,500 Fund 760, Dept. 50, Account 50H082, Object 304, titled "Contractual Services". Remaining balance of \$1,137,000 will be funded through the normal budgetary process			
Name of Contractor: Inflection Point Solutions			
Address: 8500 W 110 th Street, Suite 550, Overland Park, KS 66210			
	Yes	No	N/A*
1. Council has approved the purpose		X	
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: %			0
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	X		
b. Good Faith Effort Outreach**			X
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

Background

Inflection Point Solutions, LLC. (IPS) provides software maintenance and support services for Pretreatment Information Management System (PIMS). In 2004 IPS acquired the sole rights to PIMS from Black & Veatch, Inc, who developed this commercial software. IPS is the only company capable of providing software maintenance support for the PIMS and its integrations to other applications. Due to PIMS proprietary nature, the Mayor's Office of Economic Development provided a MBE/WBE/OBE Subcontractor Outreach Program Waiver issued on August 10, 2008. The Bureau of Sanitation (Bureau) contracted with IPS for their support services in 2006. This contract expired in 2009 and the Bureau has been proceeding on a month-to-month contract in order to retain their support services.

The Bureau is using PIMS in the Industrial Waste Management and Watershed Protection divisions to support the Industrial Waste Pretreatment and Illicit Discharge Elimination programs. It is used by engineers, inspectors and clerical staff for managing permitting, reporting, and monitoring requirements for over 70,000 industrial facilities.

 BPS Analyst 06130001	 Assistant CAO	 City Administrative Officer
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PIMS assists with:

- Scheduling and performing 35,000 inspections per year;
- Recording laboratory test results for industrial users;
- Automatically identifying and reporting compliance with EPA regulations;
- Managing enforcement actions taken against compliance violators;
- Tracking industrial waste fees;
- Calculating regular and delinquent charges;
- Generating invoices; and,
- Integrating with three different data management systems that are used in the Industrial Waste Pretreatment and Illicit Discharge Elimination programs.

The three data management systems that are integrated with PIMS are the Laboratory Information Management System (LIMS), the Automated Inspection Mobile System (AIMS) and the Financial Management System (FMS).

- LIMS provides electronic test results, which is integrated with PIMS. These results are compared to discharge limits to determine EPA and state compliance;
- AIMS is a part of the inspection process and provides information on scheduled inspections and facilities to industrial waste inspectors in the field. Field inspectors fill out inspection forms on tablet computers which are automatically updated in PIMS via integration with AIMS, this eliminates paper inspection forms. This PIMS/AIMS integration was developed by IPS; and,
- The implementation of the new city-wide FMS has been integrated with PIMS and provides PIMS with billing capabilities.

Scope of Work

The Bureau has designated six areas to be addressed by IPS:

1. Annual software maintenance including;
 - Access to IPS Client Services;
 - Latest PIMS software updates;
 - Defect corrections, troubleshooting and fixing PIMS integrations with LIMS and AIMS; and,
 - Remote diagnostics support.
2. Develop integrations with the new LIMS and FMS systems. This includes software development, configuration, modification and testing;
3. On-Call professional services;
4. Enhancements to accommodate new State and EPA regulations;
5. Enhancements to PIMS billing support services. This includes software development, configuration, modification and testing; and
6. PIMS Version 10 upgrades and customizations.

Compensation, Invoicing and Payment for Services

The Bureau has designated three payment options within this contract.

1. Cost Reimbursement Plus Profit basis:
 - Billing Salary Rates: rates approved by the Project Manager to be charged by the consultant for the employee's time directly chargeable to their performance of the work project;
 - Indirect Expenses: a fixed rate of 10 percent applied to the billing salary rate which includes payroll burden, overhead and general administrative expenses;
 - Other Direct Costs with no mark up: costs directly identifiable and incurred in the performance of services such as freight, messenger service, and travel;
 - Profit: 10 percent applied to the summation of Indirect Expenses and Billing Salary Rates; and,
 - Subcontract Expenses: the actual amount paid by the consultant to the subconsultant for their services plus an administrative fee of five percent (5 percent).
2. Hourly Billing Rate basis:
 - Billing salary rates;
 - Other Direct Costs with no mark up; and,
 - Subcontract Expenses; and,
3. Lump Sum basis:
 - Compensation based on the total project cost and payment milestones.

CONTRACTING PROVISIONS

This Office recommends the removal of the Cost Reimbursement Plus Profit and Hourly Billing Rate basis from this contract. This Office believes that this change should be made to keep the billing method consistent with what has been done in previous years. The previous three-year contract, which started in 2006, and the month-to-month invoices, were billed using only the Lump Sum basis. Keeping the billing method consistent will allow for lower contract administration costs, easier billing reconciliation and auditing, and a smoother transition if the current Project Manager is to leave their position.

In the Cost Reimbursement Plus Profit and Hourly Billing Rate methods the City must renegotiate with the contractor if they inform the Program Manager that additional hours are needed to complete the project. Eliminating these two billing methods would save the City time and money that would be spent in renegotiating with the contractor over the cost for additional hours. In the Lump Sum basis work is billed per project and only upon the completion of the tasks or milestones set forth in the Project Task Order will the contractor be compensated. This method provides for a more timely completion of work relating to PIMS.

RECOMMENDATIONS

That the Council and the Mayor:

1. Instruct the Bureau of Sanitation to remove the Cost Reimbursement Plus Profit and Hourly Billing Rate basis forms of payment for this contract.
2. Upon removal of above sections, authorize the Board of Public Works to execute the proposed six-year contract with Inflection Point Solutions, LLC.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund in the first year of this contract. Funding for the first year costs of \$462,500 is available in Fund 760, Department 50, Account 50H082, Object 304, titled "Contractual Services". The remaining balance of \$1,137,500 will be funded through the normal budgetary process. This contract includes a "Financial Liability Clause" which states that the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

MAS:BPS:06130001

CITY OF LOS ANGELES

CALIFORNIA

BOARD OF PUBLIC WORKS MEMBERS

ANDREA A. ALARCÓN
PRESIDENT

JERILYN LÓPEZ MENDOZA
VICE PRESIDENT

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ANTONIO R. VILLARAIGOSA
MAYOR

2012 JUL -2 PM 3:59
CITY ADMINISTRATIVE OFFICER

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

June 29, 2012

#1 BOS/BCA

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Morales


Subject: AUTHORITY TO EXECUTE A SOLE SOURCE PERSONAL SERVICES CONTRACT WITH INFLECTION POINT SOLUTIONS TO PROVIDE SOFTWARE MAINTENANCE AND ENHANCEMENT SUPPORT FOR PRETREATMENT INFORMATION MANAGEMENT SYSTEMS

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a sole source contract with Inflection Point Solutions, LLC. to provide software maintenance and enhancement support services for Pretreatment Information Management System and its integrations to other applications used by the Bureau of Sanitation. The estimated cost of the contract is not to exceed \$2,946,000.00 over a six-year term.

FISCAL IMPACT

The cost estimate for the maintenance services required from Inflection Point Solutions, LLC is \$2,946,000.00. Funding for the first year costs of \$462,500.00 is available in Fund 760, Dept. 50, Account 50H082, Object 304, titled "Contractual Services". The remaining balance of \$1,137,500.00 will be funded through the normal budgetary process of the Information and Control Systems Division.

Respectfully submitted,


Arleen P. Taylor, Executive Officer
Board of Public Works

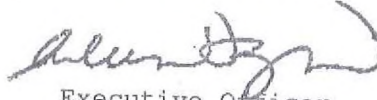
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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
June 29, 2012

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JUN 29 2012


Executive Officer

CD: All

AUTHORITY TO EXECUTE A SOLE SOURCE PERSONAL SERVICES CONTRACT
WITH INFLECTION POINT SOLUTIONS TO PROVIDE SOFTWARE MAINTENANCE
AND ENHANCEMENT SUPPORT FOR PRETREATMENT INFORMATION
MANAGEMENT SYSTEMS

RECOMMENDATIONS

1. Approve and forward this report with the transmittals to the Mayor and to the City Council with the request that the Board of Public Works be authorized to execute a sole source contract with Inflection Point Solutions, LLC. (IPS) to provide software maintenance and enhancement support services for Pretreatment Information Management System (PIMS) and its integrations to other applications used by the Bureau of Sanitation (Bureau). The estimated cost of the contract is not to exceed \$2,946,000.00 over a six-year term.
2. Upon the Mayor's and City Council's authorization, the President or two members of the Board of Public Works will execute the agreement; and
3. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ex. 5-4246 for pick up and further processing.

TRANSMITTAL

1. Copy of Bureau of Sanitation and Bureau of Contract Administration joint Board Report No. 1, adopted February 4, 2009, authorizing the negotiation of a sole source agreement with IPS.
2. Copy of the proposed sole source agreement between the City of Los Angeles and IPS. Originals will be delivered to the Board Office when the Board Report Section (ext. 5-4246) is notified that the contract is ready for execution.
3. Copy of the MBE/WBE/OBE Subcontractor Outreach Program Waiver issued by the Mayor's Office of Economic Development on August 10, 2008.
4. Copy of the sole source letter dated April 13, 2012.

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DISCUSSION

Background

The Bureau has used PIMS in Industrial Waste Management (IWMD) and Watershed Protection (WPD) divisions to support the Industrial Waste Pretreatment and Illicit Discharge Elimination programs since November 14, 2003. Black & Veatch developed this commercial software and provided customization and implementation services for the Bureau. In 2004, Inflection Point Solutions, LLC acquired the sole rights to PIMS from Black & Veatch, Inc. to become the exclusive provider of the software.

PIMS is used by over 200 engineers, inspectors, and clerical staff for managing permitting, reporting, and monitoring requirements for over 70,000 industrial facilities. PIMS assists with scheduling and performing 35,000 inspections and analyzing 20,000 samples per year. PIMS records laboratory test results for Industrial Users (IUs), and automatically identifies and reports compliance as defined by EPA. Identified violators are subject to progressive enforcement actions, also managed in PIMS. In addition, PIMS billing module keeps track of applicable industrial waste fees, calculates regular and delinquent charges, generates invoices, and assists with collection of over \$17 million per year.

PIMS is integrated with Laboratory Information Management System (LIMS) to electronically receive test results as soon as they are approved in LIMS. The results are then compared to discharge limits to determine compliance. PIMS/LIMS integration was developed during initial implementation by Black & Veatch.

PIMS is also integrated with Automated Inspection Mobile System (AIMS), which is based on NaviGate software from Gatekeeper Systems. AIMS eliminates the use of inspection paper forms and provides information on scheduled inspections and facilities to industrial waste inspectors in the field. When the inspectors fill out the inspection forms on tablet computers in the field, the information is automatically updated in PIMS via PIMS/AIMS integration to provide up-to-date information for management. PIMS/AIMS integration was developed by IPS.

On February 9, 2009, the Board authorized the Bureau to negotiate a sole source contract with IPS. (Transmittal No. 1) This sole source contract will be used to provide annual maintenance for PIMS and its interfaces with other applications and obtain services to design and implement the enhancements and modifications as they become necessary. (Transmittal No. 2)

Software vendors fix problems and enhance functionality of the software through upgrades. Each implementation of a new release of PIMS or AIMS may require changes to the integration. In addition, the Bureau is in the process of acquiring a new LIMS system, which will require modifications to LIMS/PIMS interface. Also, implementation of the new city-wide Financial

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June 29, 2012

Page 3

Management System (FMS) may result in an additional requirement to interface with PIMS billing module. Since the effects of the software upgrades are unpredictable, significant discretionary funds are requested in this agreement.

Sole source contract

PIMS is a proprietary product of IPS. IPS is the only company capable of providing software maintenance support for the PIMS and its integrations to other applications. Only IPS, as the author of the PIMS software, Industrial Waste billing module software, the integration software between PIMS and LIMS, and the integration between PIMS and the Department of Water and Power Customer Information System, retains the necessary staff and expertise to provide maintenance on these systems. Since IPS has provided current and past installation and maintenance of the PIMS system, IPS engineers and project managers have specific knowledge and understanding of the Bureau's system installations, data, and functionality. This familiarity and knowledge are especially critical during emergency situations when it is essential to restore the proper operation and function of the system as quickly as possible.

Failure to negotiate a maintenance agreement with IPS will put the Bureau's Industrial Waste Pretreatment program, Industrial Waste Billing, and Illicit Discharge Elimination program at risk. Meanwhile, routine software upgrades will not be performed, timely software patches will not be obtained, and there will be no guaranteed response by service personnel in the event of a systems failure. LIMS replacement would be affected due to integration issues. For these reasons, the Bureau is requesting the Board to authorize the execution of this sole source contract with IPS.

Project Scope

The project scope will include services of IPS to provide required expertise necessary for the software maintenance of PIMS and its integrations with other applications. The services shall include, but not be limited to the following:

- Software maintenance and support services for PIMS, including but not limited to:
 - Software upgrades
 - Defect corrections
 - Technical support
- Software maintenance and support services for PIMS/LIMS Integration, including but not limited to:
 - Software upgrades
 - Defect corrections
 - Technical support
- Software maintenance and support services for PIMS/AIMS Integration, including but not limited to:
 - Software upgrades
 - Defect corrections
 - Technical support

- Professional services to modify LIMS/PIMS integration due to LIMS replacement
- Professional Services to develop FMS/PIMS integration due to implementation of the new city-wide FMS
- Professional services to enhance PIMS billing module with additional functionality for Industrial Users to access account information and pay invoices using the internet
- Professional services for a major PIMS software upgrade from version 9 to 10 for customized portions of PIMS not included in the annual maintenance
- Professional services to enhance PIMS to accommodate future regulations
- Allow City staff access to user groups and best practices exchanges
- On-call professional services for consultation and assessment

Compliance With Mayor's Executive Directive 2001-26

Authority to negotiate this contract was granted prior to the issuance of Mayor's Executive Directive 14 on January 12, 2011. Therefore, this contract would be subject to Mayor's Executive Directive 2001-26.

However, IPS does not subcontract to or otherwise license any firm to perform maintenance services for PIMS proprietary software. Therefore, this contract provides no subcontracting opportunities. The Mayor's Office of Economic Development waived the MBE/WBE/OBE Subcontractor Outreach Program requirement for this project on August 10, 2008 (Transmittal No. 3).

Cost and Term of Agreement

The estimated cost of the software maintenance services under this contract is not to exceed \$1,296,000 over six (6) years. Discretionary funds in the amount of \$1,650,000 are requested for professional services itemized below. The total cost of this contract is estimated to be \$2,946,000 over the six (6)-year period. The breakdown of the cost estimate is illustrated as follows:

ITEM	ESTIMATED COST
Annual Maintenance for six-year period	\$1,296,000
Potential enhancements to accommodate future new regulations	\$500,000
Integration Support, including integration to the new LIMS and FMS	\$300,000
Billing module enhancements	\$300,000
On-call Professional Services	\$300,000
PIMS version 10 Upgrade Customization	\$250,000

City Requirements

IPS will comply with the following requirements prior to contract execution:

- Affirmative Action Plan/Non-Discrimination/Equal Employment Opportunity
- Child Support Obligation Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance/Bond Requirements
- Non-Collusion Affidavit
- Americans with Disabilities Act
- Slavery Disclosure Ordinance
- Living Wage and Service Contractor Worker Retention Ordinances
- Municipal Lobbying Ordinance
- First Source Hiring Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Contract Bidder Campaign Contribution and Fundraising Restrictions

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this sole source agreement shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contractor Responsibility Ordinance

On May 31, 2012, the Bureau of Contract Administration (BCA), the Designated Administrative Agency (DAA) for the Contractor Responsibility Ordinance (CRO) approved the request of Sanitation for an Exemption from the CRO for Inflection Point Solutions, LLC due to its sole source justification.

Charter Section 1022

This agreement is exempt from City Charter Section 1022 due to the proprietary nature of the software and use of specially trained persons to maintain and service the system.

Notice of Intent to Contract

The "Notification of Intent to Contract" form was filed with the CAO (City Administrative Office) Clearinghouse on May 01, 2012.

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BUREAU OF CONTRACT ADMINISTRATION
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June 29, 2012

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Headquarters Address and Workforce Information

IPS is headquartered in 8500 W. 110th, Suite 550, Overland Park, Kansas 66210. IPS owners, principals and employees are not City employees or City officials. None of the workforce resides in the City of Los Angeles.

Contract Administration

Responsibility for administration of this agreement will be with the Information and Control Systems Division of the Bureau of Sanitation.

City Attorney Review

The City Attorney has reviewed this contract and has approved it as to form.

STATEMENT AS TO FUNDING

The cost estimate for the maintenance services required from IPS, LLC. is \$2,946,000. Funding for the first year costs of \$462,500 is available in Fund 760, Dept. 50, Account 50HO82, Object 304, titled "Contractual Services". The remaining balance of \$1,137,500 will be funded through the normal budgetary process of the Information and Control Systems Division.

This contract includes a "Financial Liability Clause" which states that the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

APPROVED AS TO FUNDS:


VICTORIA A. SANTIAGO, Director
Office of Accounting

Date _____
Prepared by:
Yi Lee, ICSD
(323) 342-6282

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation


JOHN L. REAMER, JR., Director
Bureau of Contract Administration

TRANSMITTAL 1

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

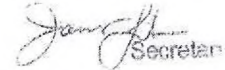
BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO. 1

February 4, 2009

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles, California

FEB 4 2009


Secretary

CD: All

AUTHORITY TO NEGOTIATE A SOLE SOURCE PERSONAL SERVICES CONTRACT
WITH INFLECTION POINT SOLUTIONS TO PROVIDE SOFTWARE MAINTENANCE
AND ENHANCEMENT SUPPORT FOR PRETREATMENT INFORMATION
MANAGEMENT
SYSTEM

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to negotiate a sole source contract with Inflection Point Solutions, LLC. (IPS) to provide software maintenance and enhancement support services for Pretreatment Information Management System (PIMS) and its integrations to other applications used by the Bureau of Sanitation (Bureau). The estimated average annual cost of this contract is five hundred thirty three thousand dollars (\$533,000.00). The term of the contract is for three (3) years.

TRANSMITTAL

Copy of the MBE/WBE/OBE Subcontractor Outreach Program Waiver issued by the Mayor's Office of Economic Development on October 7, 2008.

DISCUSSION**Background**

The Bureau has used PIMS in Industrial Waste Management (IWMD) and Watershed Protection (WPD) divisions to support the Industrial Waste Pretreatment and Illicit Discharge Elimination programs since November 14, 2003. Black & Veatch developed this commercial software and provided customization and implementation services for the Bureau. In 2004, Inflection Point Solutions, LLC acquired the sole rights to PIMS from Black & Veatch, Inc. to become the exclusive provider of the software.

PIMS is used by over 200 engineers, inspectors, and clerical staff for managing permitting, reporting, and monitoring requirements for over 70,000 industrial facilities. PIMS assists with scheduling and performing 35,000 inspections and analyzing 20,000 samples per year. PIMS records laboratory test results for Industrial Users (IUs), and automatically identifies and reports compliance as defined by EPA. Identified violators are subject to progressive enforcement actions, also managed in PIMS. In addition, PIMS billing module keeps track of applicable industrial waste fees, calculates regular and delinquent charges, generates invoices, and assists with collection of over \$17 million per year.

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JOINT BOARD REPORT NO. 1
February 4, 2009

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PIMS is integrated with Laboratory Information Management System (LIMS) to electronically receive test results as soon as they are approved in LIMS. The results are then compared to discharge limits to determine compliance. PIMS/LIMS integration was developed during initial implementation by Black & Veatch.

PIMS is also integrated with Automated Inspection Mobile System (AIMS), which is based on NaviGate software from Gatekeeper Systems. AIMS eliminates the use of inspection paper forms and provides information on scheduled inspections and facilities to industrial waste inspectors in the field. When the inspectors fill out the inspection forms on tablet computers in the field, the information is automatically updated in PIMS via PIMS/AIMS integration to provide up-to-date information for management. PIMS/AIMS integration was developed by IPS.

This sole source contract will be used to provide annual maintenance for PIMS and its interfaces and obtain services to design and implement the enhancements and modifications as they become necessary.

Software vendors fix problems and enhance functionality of the software through upgrades. Each implementation of a new release of PIMS or AIMS may require changes to the integration. In addition, the Bureau is in the process of acquiring a new LIMS system, which will require modifications to LIMS/PIMS interface. Implementation of the new city-wide Financial Management System (FMS) may result in an additional requirement to interface with PIMS billing module.

Since the effects of the software upgrades are unpredictable, significant discretionary funds are requested in this agreement.

Sole source contract

IPS is the only company capable of providing software maintenance support for the PIMS and its integrations to other applications. Only IPS, as the author of the PIMS software, Industrial Waste billing module software, the integration software between PIMS and LIMS, and the integration between PIMS and the Department of Water and Power Customer Information System retain the necessary staff and expertise to provide maintenance on these systems. Since IPS has provided installation and maintenance of the PIMS system and its integrations currently and in the past, IPS engineers and project managers have specific knowledge and understanding of the Bureau's system installations, data, and functionality. This familiarity and knowledge are especially critical during emergency situations when it is essential to restore the proper operation and function of the system as quickly as possible.

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February 4, 2009

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Failure to negotiate a maintenance agreement with IPS will put the Bureau's Industrial Waste Pretreatment program, Industrial Waste Billing, and Illicit Discharge Elimination program at risk. Meanwhile, routine software upgrades will not be performed, timely software patches will not be obtained, and there will be no guaranteed response by service personnel in the event of a systems failure. LIMS replacement would be affected due to integration issues. For these reasons, the Bureau is requesting the Board to authorize negotiation of this sole source contract with IPS.

Project Scope

The project scope will include services of IPS to provide required expertise necessary for the software maintenance of PIMS and its integrations. The services shall include, but not be limited to the following:

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February 4, 2009

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Compliance With Mayor's Executive Directive 2001-26

IPS does not subcontract to or otherwise license any firm to perform maintenance services for PIMS proprietary software. Therefore, this contract provides no opportunities for MBE/WBE/OBE participation. The Mayor's Office of Economic Development waived the MBE/WBE/OBE Subcontractor Outreach Program requirement for this project on October 8, 2008.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this sole source agreement shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contract Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No.173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Cost

The estimated cost of the software maintenance services under this contract is not to exceed \$650,000 over three (3) years. Discretionary funds in the amount of \$950,000 are requested for professional services itemized below. The total cost of this contract is estimated to be \$1,600,000 over the three (3)-year period. The breakdown of the cost estimate is illustrated as follows:

ITEM	ESTIMATED COST
Annual Maintenance for three-year period	\$650,000
Potential enhancements to accommodate future new regulations	\$150,000
Integration Support, including integration to the new LIMS and FMS	\$300,000
Billing module enhancements	\$300,000
On-call Professional Services	\$150,000
Project Management	\$50,000
TOTAL	\$1,600,000

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
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City Requirements

IPS will comply with the following requirements prior to contract execution:

- Affirmative Action Plan/Non-Discrimination/Equal Employment Opportunity
- Child Support Obligation Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance/Bond Requirements
- Non-Collusion Affidavit
- Americans with Disabilities Act
- Slavery Disclosure Ordinance
- Living Wage and Service Contractor Worker Retention Ordinances
- Municipal Lobbying Ordinance
- LA Residence Info
- Contract History

Charter Section 1022

This agreement is exempt from City Charter Section 1022 due to the proprietary nature of the software and use of specially trained persons to maintain and service the system.

Notice of Intent to Contract

The "Notification of Intent to Contract" form was filed with the CAO (City Administrative Office) Clearinghouse on October 1, 2008.

Headquarters Address and Workforce Information

IPS is headquartered in 8500 W. 110th, Suite 550, Overland Park, Kansas 66210. IPS owners, principals and employees do not reside in California and are not City employees or City officials. None of the workforce resides in the City of Los Angeles.

Contract Administration

Responsibility for administration of this agreement will be with the Information and Control Systems Division of the Bureau of Sanitation.

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STATEMENT AS TO FUNDING

The cost estimate for the maintenance services required from IPS, LLC. is \$1,600,000. Funding for the first year costs of \$462,500 is available in Fund 760, Dept. 50, Account E282, Object 304, titled "Contractual Services". The remaining balance of \$1,137,500 will be funded through the normal budgetary process of the Information and Control Systems Division.

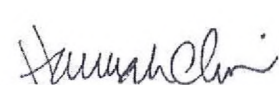
This contract includes a "Financial Liability Clause" which states that the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

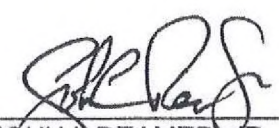
Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

JOHN L. REAMER, JR., Director
Bureau of Contract Administration

Prepared by:
Yelena Altshuler, ICSD
(323) 342-6281

TRANSMITTAL 3

FORM GEN 160 (Rev. 6-80)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: May 25, 2012

TO: Russ Strazzella, Chief General Services Division
Bureau of Contract AdministrationFROM: Yi Lee, Senior Systems Analyst I
Information & Control Systems Division**REQUEST FOR EXEMPTION FROM CONTRACTOR RESPONSIBILITY ORDINANCE**

Please authorize exemption from Contractor Responsibility Ordinance (CRO) for the sole source contract with Inflection Point Solutions, LLC. This contract is necessary to provide software maintenance and enhancement services to Pretreatment Information Management System (PIMS) used by the Bureau of Sanitation. Completed CRO Exemption form is attached for your review.

PIMS is a customized off-the-shelf proprietary application from Inflection Point Solutions, LLC (IPS). Maintenance and enhancements of this software is also proprietary and available solely through IPS.

This sole source contract is needed to provide software maintenance, consulting expertise, enhancements, and support services for the PIMS and its interfaces. Failure to keep this application operating properly would severely impact Industrial Waste Management Division and Watershed Protection Division that rely on PIMS to perform daily operations. Enhancements to the PIMS application will further improve productivity and allow us to take advantage of this system.

Attachment



TRANSMITTAL 4

Inflection Point Solutions, 8500 W. 110th Street, Suite 550, Overland Park, KS 66210
Phone: 913-661-0539 Fax: 913-661-0739

April 13, 2012

City of Los Angeles
Bureau of Sanitation
2714 Media Center Drive
Los Angeles, CA 90065
Attn: Yi Lee

Dear Yi:

This letter is to confirm Inflection Point Solutions as the sole and exclusive provider of the Pretreatment Information Management System and, as such, its maintenance and support. Inflection Point Solutions is the only firm capable or legally authorized to make any modifications, support fixes, or corrections requested by the City of Los Angeles Bureau of Sanitation.

I welcome any further questions at (913) 661-0539.

Best Regards,

Inflection Point Solutions, LLC

Corey Williams, P.E.
Vice President

GOOD FAITH EFFORT WAIVER REQUEST FORM

DEPARTMENT: PW/SAN

DIVISION/UNIT: ICSD

DATE: 9/29/2008

TO: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: LINDA SMITH GATLIN, DIRECTOR

FROM: Yelena Altshuler, Bureau of Sanitation, ICSD

Phone: 323-342-6281 Fax: 323-342-6111

SUBJECT: WAIVE MBE/WBE/OBE GOOD FAITH EFFORT REQUIREMENTS FOR CONTRACT NO. _____

In compliance with Executive Directive No. 2001-28, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1 Title of Project: Maintenance and Enhancements Services Agreement Between City of LA and Infection Point Solutions

2 This project will be advertised as an ☒ Sale Source Contract ☐ RFP ☐ RFQ3 Type of Contract: ☐ Procurement ☒ Personal Services
☐ Construction ☐ Other

4 Projected total amount of the contract: \$1,600,000 Estimated duration of project: 3 years

5. Significant Dates:

Estimated date of pre-bid or job walk meeting: N/A

Estimated date that bids or proposals are due: N/A

6. Recommendation:

☒ MBE/WBE/OBE encouragement

Justify why encouragement:

☒ Technical Requirement ☐ Lack of available subcontractors ☐ Emergency Response☒ Lack of available subcontract sub-supply opportunities ☒ One product single point of distribution

Other

Infection Point Solutions (IPS) is the sole and exclusive provider of PIMS, the Industrial Waste and Stormwater Pretreatment Program management software. In addition to annual maintenance, IPS may implement PIMS enhancements as mandated by changing regulations, changes in business practices, or changes in other applications that PIMS interfaces. IPS does not subcontract or license any firm to perform the required high technical services on its software. As a single source for this service, this contract provides no available opportunity for MBE/WBE/OBE participation.

7 Is this a ☒ New Contract ☐ Renewal ☐ Other

8 Name of previous contractor: IPS Length of previous contract 3 years Value of previous \$1,600,000

TO:

ATTN: _____

FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

☒ Recommendation Approved☐ Initials☐ Recommendation Disapproved☐ Initials

Comment:

By

Date:

10/7/08

Tel. No.:

213/978-0665

L. Smith - Executive Director - MBOC

CRO EXEMPTIONS

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration
Special Research & Investigation Section
1149 S. Broadway, Suite 300 - Los Angeles, CA 90015
Phone: (213) 847-1922
Mail Stop 480

AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM

CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for \$25,000 or more, and is at least three months in duration.

SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT

A. Proposed Agreement

RFP/RFQ/RFB or Contract # (if any): _____ Amount: \$2,400,000
Term - Start Date: 7/1/2012 End Date: 6/30/2013
Type of Service: PERSONAL SERVICES

B. Awarding Department

Name of contact person: YI LEE Title: SR - SYSTEMS ANALYST I
Department: PW/SANITATION Phone: 213-342-6282
Signature: [Signature] Date: 5/20/2012

C. Contractor Information (if known):

Company Name: INFLECTION POINT SOLUTIONS, LLC
Company Address: 8560 W. 110TH STREET, SUITE 550
City: CERLAND PARK State: KS Zip: 66217

SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

☐ Exigent circumstances: The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.

☒ Services are proprietary or available only from a single source. Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service.

☐ Contract awarded in accordance with one of the following. Attach a memo explaining the circumstances of the applicable Charter Section.

- ☐ Charter Section 371(e)(5) - Urgent necessity.
- ☐ Charter Section 371(e)(6) - War, or national, state, or local emergency.
- ☐ Charter Section 371(e)(7) - Equipment repairs or parts obtained from manufacturer or exclusive agent.
- ☐ Charter Section 371(e)(8) - Cooperative arrangements with other governmental agencies.

☐ New contract entered into as a result of an Invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFQ, and any other procurement process. A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4, 2001. Fill in the information below:

Date IFB released: _____ Date contract executed: _____ Date work on contract began: _____
Has there been an amendment to this contract since September 4, 2001? Yes _____ No _____

FOR SRIS USE ONLY

Approved: [Signature] Not Approved. (See attached memorandum.)
Analyst: PCI Date: 5/31/12

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
INFLECTION POINT SOLUTIONS
FOR
SOFTWARE MAINTENANCE OF
PRETREATMENT INFORMATION MANAGEMENT SYSTEM
AND RELATED
PRODUCTS AND INTEGRATIONS

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EXHIBITS

<u>EXHIBIT A -</u>	<u>PROJECT SERVICES COST ESTIMATE</u>
<u>EXHIBIT B -</u>	<u>GOOD FAITH EFFORT WAIVER</u>
<u>EXHIBIT C -</u>	<u>INSURANCE REQUIREMENTS</u>
<u>EXHIBIT D -</u>	<u>EQUAL BENEFITS ORDINANCE</u>
<u>EXHIBIT E -</u>	<u>SLAVERY DISCLOSURE ORDINANCE</u>
<u>EXHIBIT F -</u>	<u>HOURLY BILLING RATES</u>
<u>EXHIBIT G -</u>	<u>NONDISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION</u>
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<u>EXHIBIT K -</u>	<u>LOS ANGELES RESIDENCE INFORMATION</u>
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<u>EXHIBIT M -</u>	<u>CONTRACT HISTORY</u>
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<u>EXHIBIT P -</u>	<u>CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS</u>

AGREEMENT

This AGREEMENT, made and entered into by and between the City of Los Angeles, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and "Inflection Point Solutions (IPS)" hereinafter referred to as the "CONSULTANT", is set forth as follows:

WITNESSETH

WHEREAS, the CITY implemented Pretreatment Information Management System (PIMS) software from Inflection Point Solutions (IPS) to manage all aspects of the City of Los Angeles Pretreatment Program; and

WHEREAS, PIMS went live in November 2003; and

WHEREAS, Industrial Waste Inspectors in the Industrial Waste Management and Watershed Protection Divisions use PIMS to issue Industrial Waste permits, Industrial Waste billing and collection, and to monitor and to enforce compliance with federal, state, and local regulations; and

WHEREAS, IPS integrated PIMS with the Laboratory Information Management System (LIMS) for electronic transmission of test results; and

WHEREAS, IPS integrated PIMS with the Automated Inspection Mobile System (AIMS) for management of industrial waste inspections; and

WHEREAS, the CITY relies heavily on PIMS and its integration with LIMS and AIMS for all aspects of Industrial Waste Pretreatment and Illicit Discharge Elimination Programs; and

WHEREAS, the PIMS maintenance and support contract (C-109769) between the CITY and IPS expired on May 8, 2009; and

WHEREAS, the CITY does not have the necessary staff, resources and the expertise to provide software support for PIMS and its integrations and therefore must contract out the service; and

WHEREAS, IPS, the author and sole proprietor of PIMS software and its integrations with LIMS and AIMS, is the only firm that is capable and legally authorized to provide these technical services; and

WHEREAS, on February 4, 2009, the Board of Public Works authorized the Director of the Bureau of Sanitation to negotiate a sole source contract with IPS; and

WHEREAS, the services required are professional, expert, and technical in nature, and the related tasks are temporary and occasional in character; and

WHEREAS, the CITY recognizes that the CONSULTANT possesses the expertise, knowledge, and sufficient personnel to perform the technical functions as detailed in the Scope of Services; and

WHEREAS, the CONSULTANT agrees to perform the referenced tasks in accordance with all applicable laws, rules, regulations and other requirements of local, state, and federal governments; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS
AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The word "CONSULTANT" herein in this AGREEMENT includes the party or parties identified in the AGREEMENT. The singular shall include the plural; if there is more than one (1) CONSULTANT 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;

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This contractual agreement between the CITY and IPS.
AIMS	Automated Inspection Mobile System.
BOARD	The Board of Public Works of the City of Los Angeles.
BUREAU	Bureau of Sanitation, Department of Public Works, City of Los Angeles.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles, or who is authorized to represent the City of Los Angeles in matters concerning this AGREEMENT.
CONTRACT DATE	July 1, 2012
CONSULTANT	Inflection Point Solutions, LLC (IPS)
INDUSTRIAL USERS	Industrial facilities and certain commercial facilities which plan to discharge industrial wastewater to the City's sewage collection and treatment system.
IWMD	Industrial Waste Management Division
LICENSED PROGRAM	An off-the-shelf computer program or program module that is licensed to the CITY by CONSULTANT.
LIMS	Laboratory Information Management System
PIMS	Pretreatment Information Management System
PROJECT	The system, process, or capability to be designed, developed or implemented by the CONSULTANT.
PROJECT MANAGER	The CITY's representative in all matters within the scope of the AGREEMENT.
WPD	Watershed Protection Division

ARTICLE 3 – PROJECT DESCRIPTION

The BUREAU has used Pretreatment Information Management System (PIMS) in the Industrial Waste Management Division (IWMD) and Watershed Protection Division (WPD) to support the Industrial Waste Pretreatment and Illicit Discharge Elimination programs since November 14, 2003. Black & Veatch developed this commercial software and provided customization and implementation services for the CITY. Black & Veatch also developed the custom interface with LIMS.

In 2004, Inflection Point Solutions (IPS), LLC acquired the sole rights to PIMS from Black & Veatch, Inc. to become the exclusive provider of the software.

In October 2007, the BUREAU implemented the Automated Inspection Mobile System (AIMS) to enable the Industrial Waste inspectors to enter inspection results from the field into PIMS. The CONSULTANT developed the PIMS/AIMS integration.

The CITY is currently testing the PIMS billing module to track applicable industrial waste fees, calculate regular and delinquent charges, generate invoices, automatically process payments received in a bank- provided lock box, and assist with the collection of over \$17 million in revenue per year.

Over 200 engineers, inspectors, and clerical staff use PIMS for issuing permits, reporting, and monitoring requirements for over 70,000 industrial facilities. The CITY uses PIMS for scheduling and performing approximately 35,000 inspections and analyzing approximately 20,000 samples per year. The CITY uses PIMS to receive laboratory test results for Industrial Users (IUs) from LIMS, and to automatically identify

and report compliance as defined by the United States Environmental Protection Agency (EPA). The CITY uses PIMS to identify violators for progressive enforcement actions.

The CITY needs to enhance functionality of the software through upgrades. Each upgrade of PIMS or AIMS may require changes to the integration. In addition, the CITY is in the process of acquiring a new LIMS system, which will require modifications to the LIMS/PIMS interface. Implementation of the new city-wide Financial Management System (FMS) may require further modifications to interface with the PIMS billing module.

This CONSULTANT will provide annual maintenance for PIMS and its interfaces and provide services to design and implement the enhancements and modifications as they become necessary.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONSULTANT

The CONSULTANT shall provide technical support for successful software maintenance of PIMS and its integrations to other applications as set forth herein and in any applicable Project Task Order upon written authorization by the CITY Project Manager. The CONSULTANT shall provide appropriate staff as required by the CITY to perform specified tasks. When the CITY needs the CONSULTANT staff to perform work not specifically listed in the software maintenance support set forth in Section 4.4.1, the PROJECT MANAGER shall issue a written Task Order Solicitation, detailing the tasks and deliverables to be performed by the CONSULTANT. Once the Task Order Solicitation is

issued, the CONSULTANT shall provide a Project Task Order, specifying details of the work to be performed, time schedule and cost for the completion of each task. Once the Project Task Order is received and reviewed, if the PROJECT MANAGER agrees with the cost and schedule of the Project Task Order, he/she shall sign the Project Task Order. If the PROJECT MANAGER does not agree with the cost or schedule proposed by the CONSULTANT, the PROJECT MANAGER and the CONSULTANT shall negotiate the Project Task Order costs and schedule until the CITY agrees with the proposal or abandons the work. No work shall be performed under this AGREEMENT unless both parties have signed off on the Project Task Order. The CITY acknowledges and agrees that CONSULTANT's ability to perform the services is conditioned upon the CITY's timely performance of its obligations. Services shall include, but not be limited to the following:

- 4.1 The CONSULTANT shall perform the services described in Article 4.4 and any other services as specified in each Project Task Order. The CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional analysts or consultants performing the same or similar services.
- 4.2 The CONSULTANT shall provide corrective services for work performed pursuant to this AGREEMENT in a manner consistent with generally accepted industry standards. The CITY's sole remedy and CONSULTANT's sole obligation in the event of a breach of the warranty contained herein is, at CITY's option: (i) to re-perform the services, or (ii) to refund the amounts paid by CITY for the services which were not as warranted, provided CONSULTANT has received notice from

the CITY within sixty (60) days of the CITY becoming aware that the services provided to the CITY were defective.

4.3 Maintenance of Records

The CONSULTANT shall maintain all records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this AGREEMENT, 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 AGREEMENT or within the three (3) years following final payment made by the CITY hereunder or the expiration date of this AGREEMENT, whichever occurs last. The CONSULTANT shall provide any reports requested by the CITY regarding performance of this AGREEMENT. Any subagreement entered into by the CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT.

4.4 Scope of Services

4.4.1 PIMS Annual Software Maintenance for a maximum of six (6) years to be paid annually at \$216,000 per year (The total cost over 6 years is \$1,296,000) – The CONSULTANT shall provide the necessary staff and/or

resources to work directly with the CITY and other consultants in support of the PIMS application.

The support includes, but is not limited to:

- access to IPS Client Services
- latest PIMS software updates
- defect corrections, troubleshooting and fixing for PIMS and integrations with LIMS and AIMS
- remote diagnostics support

4.4.2 Integration Support (The estimated cost for the duration of the AGREEMENT is \$300,000.) –

The CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY and other consultants in developing PIMS integrations with the new LIMS and the new city-wide Financial Management System (FMS). The support includes, but is not limited to software development, documentation, software configuration, tuning, software modification, project management and testing. The cost for the Integration Support is only an estimate. The CONSULTANT shall provide Integration Support services on an “as needed” basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work on this portion of the AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.4.3 On-call Professional Services (The estimated cost for the duration of the AGREEMENT is \$300,000) –

The CONSULTANT shall provide consultation, assessment, analysis, and recommendations on implementation activities for the BUREAU licensed IPS and IPS partner applications. The services provided include, but are not limited to telephone support, documentation, planning activities, project management, migration activities, data reconciliation, and new software integration and implementation with the BUREAU licensed software. The cost for these services is only an estimate. The CONSULTANT shall provide On-call Professional Services on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work on this portion of the AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.4.4 Enhancements to accommodate new regulations (The estimated cost for the duration of the AGREEMENT is \$500,000.) -

The CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY and other consultants in the support of the new regulations. The support provided includes, but is not limited to, telephone support, documentation, software modification, software configuration, tuning, testing, project management and implementation of new functionality. The cost for these services is only an estimate. The

CONSULTANT shall provide services for implementation of enhancements on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work on this portion of the AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.4.5 Enhancements to PIMS Billing Module (The estimated cost is \$300,000.) -

The CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY and other consultants to implement enhancements to the PIMS Billing module. The support provided includes, but is not limited to, software modifications, documentation, software configuration, tuning, testing, project management and implementation of new functionality. The cost for these services is only an estimate. The CONSULTANT shall provide services to enhance the PIMS Billing Module on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work on this portion of the AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.4.6 PIMS Ver. 10 Upgrade Customizations (The estimated cost is \$250,000.) -

The CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY and other consultants to customize upgraded PIMS as required. The support provided includes, but is not limited to,

software modifications, documentation, software configuration, tuning, testing, project management and implementation of new functionality. The cost for these services is only an estimate. The CONSULTANT shall provide services to customize PIMS only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work on this portion of the AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.5 Consultant Schedule of Services and Costs for Project Task Order Issued pursuant to 4.4.2 – 4.4.6

4.5.1 In the event the PROJECT MANAGER has authorized project management hours to prepare the schedule of services and subsequent revisions and reports, the CONSULTANT shall prepare the schedule and submit it to the PROJECT MANAGER within fifteen (15) calendar days of the Project Task Order authorization date. This schedule shall be submitted electronically in Microsoft Project format and should be revised and updated in a timely manner.

4.5.2 The CONSULTANT's schedule as noted in Article 4.5.1 shall show the start and finish dates of each part or division of work and shall show all submittals associated with each work activity. The CONSULTANT shall allow a minimum of fifteen (15) calendar days for the PROJECT MANAGER to review each submittal, unless a longer period of time is specified in this AGREEMENT. The work activities in the schedule shall be of sufficient

detail to document that adequate planning has been completed for proper execution of work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The schedule shall show all major work items, points of interface with the CITY and milestone submittals. The PROJECT MANAGER shall review the CONSULTANT's schedules and provide comments on overall compliance with the requirements.

ARTICLE 5 – KEY CONSULTANT PERSONNEL

- 5.1 The CONSULTANT designates the following person to represent CONSULTANT in all matters pertaining to this AGREEMENT:

Mr. Corey T. Williams, IPS

8500 W. 110th Street, Suite 550,

Overland Park, KS 66210

P: 913-661-0539

C: 913-233-6757

cwilliams@ipsdelivers.com

Additional technical specialists may be assigned subject to the PROJECT MANAGER's approval.

- 5.2 The CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the PROJECT, and the CONSULTANT shall not change

personnel assigned to these positions without the consent and approval of PROJECT MANAGER, provided such consent shall not be unreasonably withheld.

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

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates Yi Lee as its PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the PROJECT MANAGER. The PROJECT MANAGER may designate an assistant to act in her stead. The CITY may designate another CITY employee to succeed Yi Lee as the PROJECT MANAGER. The CONSULTANT will be notified in writing in such event.

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

ARTICLE 7 – TERM OF AGREEMENT

Unless otherwise provided, the term of this AGREEMENT shall begin on January 1, 2013 and shall be in effect until December 31, 2018 unless terminated as provided

under Article 8 or extended by a written amendment to this AGREEMENT signed by both parties.

ARTICLE 8 – TERMINATION

- 8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONSULTANT is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONSULTANT shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonable necessary to terminate its activities.
- 8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of

creditors or (2) CONSULTANT engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY's lobbying policies.

8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONSULTANT'S default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to written commitments that were executed prior to the termination. Thereafter, CONSULTANT shall have no further claims against the CITY under this AGREEMENT.

8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this AGREEMENT, including all intellectual property rights thereto, which shall

become CITY property upon date of such termination. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 8.7 If, after the termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.
- 8.8 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 AGREEMENT.

ARTICLE 9 – SUBCONTRACT APPROVAL

If the need to subcontract should arise, the CONSULTANT shall obtain prior written approval from the CITY and submit a copy of all subcontracts showing the subconsultant's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONSULTANT shall not be considered the subconsultants. If the CITY permits the use of subconsultants, the CONSULTANT shall remain

responsible for performing all aspects of this AGREEMENT. The CITY has the right to approve CONSULTANT'S subconsultants, and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT'S subconsultants, and nothing herein creates any privity between the CITY and the subconsultants.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

Compensation for services provided under this AGREEMENT shall be awarded on a Cost Reimbursement Plus Profit basis, a Cost Reimbursement – Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the CITY. For the Cost Reimbursement Plus Profit basis, compensation is defined as a sum of: (1) Billing Salary Rates; (2) Indirect Expenses; (3) Other Direct Cost with no markup; (4) Profit as defined herein; and (5) Subcontract Expenses as defined below. For the Hourly Billing Rate basis, compensation is defined as a sum of: (1) Hourly Billing Rates; (2) Other Direct Cost with no markup; and (3) Subcontract Expenses as defined below. For the Lump Sum basis, compensation is defined solely as the Lump Sum.

10.1 Definitions

10.1.1 "Billing Salary Rates" shall be at the rates approved by the PROJECT MANAGER to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. Any adjustments to the CONSULTANT's direct salary rate shall be in accordance with established BUREAU policies existing at the time the adjustment is approved. Billing Salary Rate increases are limited to once per year,

per employee, on the anniversary date of the CONSULTANT's AGREEMENT execution, and are subject to the approval of the CITY. In no case shall the "Billing Salary Rates" exceed the actual salary rate paid to the employee.

Any adjustment to the subconsultants' salaries and Hourly Billing Rates shall be reviewed and approved by the PROJECT MANAGER prior to invoicing. Adjustments to subconsultants' salaries and Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the CONSULTANT's AGREEMENT execution. Any such increases shall be in accordance with established BUREAU policy at the time the adjustment is approved.

10.1.2 "Indirect Expenses" (including payroll burden, overhead, and general and administrative expenses) shall be at the rate applied to Billing Salary Rate. Indirect Expenses for this AGREEMENT are fixed at a rate of ten percent (10%) for CONSULTANT personnel located in the Home Office and fixed at a rate of ten percent (10%) for CONSULTANT located in the Field Office for the duration of the AGREEMENT.

10.1.3 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment owned or rented by CONSULTANT (any equipment purchased and paid for

under this PROJECT shall become the property of the CITY), auto mileage charges (based on IRS allowable amounts), and supplies used in the work. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.

- 10.1.4 "Subcontract Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY plus an administrative fee of five percent (5%).
- 10.1.5 "Profit" shall be limited to ten percent (10%) and shall be applied to the summation of "Indirect Expenses" and "Billing Salary Rates".
- 10.1.6 "Hourly Billing Rate" is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in **Exhibit F**. The hourly billing rates shall be approved by the PROJECT MANAGER for CONSULTANT employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit, and all other expenses incurred by CONSULTANT. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.
- 10.1.7 "Project Services Cost Estimate", **Exhibit A**, attached hereto and incorporated herein by this reference, shall be the format used for the estimated total cost by task for each Project Task Order. For a Project Task Order specifying a Cost Reimbursement Plus Profit compensation

method, the Project Services Cost Estimate shall be based upon the estimated hours of labor at estimated direct labor rates, the allocated indirect expenses, other direct costs, and profit. For a Project Task Order specifying an Hourly Billing Rate compensation method, the Project Services Cost Estimate shall be based upon the estimated hours of labor at estimated hourly billing rates and other direct costs. For a Project Task Order specifying a Lump Sum compensation method, the Project Services Cost Estimate shall set forth the total project cost and the appropriate payment milestones.

10.2 Compensation

The CONSULTANT agrees to perform the work specified in Article 4.4, and the CITY shall compensate the CONSULTANT either on a Lump Sum basis, a Cost Reimbursement Plus Profit basis or an Hourly Billing Rate basis at the sole discretion of the CITY. The CITY shall designate the compensation method in the Project Task Orders to be issued under this AGREEMENT. If the Project Task Order specifies the compensation as being on a Cost Reimbursement Plus Profit or Hourly Billing Rate basis, payment shall be made in accordance with the Project Services Cost Estimates to be provided for CITY approval prior to commencement of any task under this AGREEMENT. Hourly rates, subconsultant fees and other direct/indirect charges shall be in accordance with rates set herein. Individuals who CONSULTANT wishes to add to the project must have their compensation rate approved by the PROJECT MANAGER, and a revised

Project Task Order must be prepared as evidence of this addition. The total cost ceiling shall be stated in the Project Task Order.

In the event that the Project Task Order specifies the compensation as being on a Lump Sum basis, payment shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order. The total cost ceiling shall be stated in the Project Task Order.

The total cost ceiling for this AGREEMENT is \$2,946,000.00.

10.3 Invoicing and Payment

10.3.1 In the event the Project Task Order specifies the compensation as being on a cost reimbursement plus profit method of payment, CONSULTANT shall, once each month, submit an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all costs and a proportionate amount of profit due CONSULTANT for services provided during the preceding month. The CITY shall review the CONSULTANT's invoice and notify the CONSULTANT of exceptions or disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items, shall be considered approved for payment by the CITY. The CITY shall pay the CONSULTANT for all the amounts, which were approved for payment within sixty (60) days after the CITY's PROJECT MANAGER receives the CONSULTANT's invoice.

10.3.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be

reasonably required by the CITY to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit.

10.3.3 The CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Project Services Cost Estimate set forth. The CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until CITY shall have notified CONSULTANT in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated revised Project Services Cost Estimate, which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONSULTANT for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.

10.3.4 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONSULTANT in excess of the original Project Services Cost Estimate for any Project Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase provided the CITY authorized the work performed which exceeds the original cost estimates.

- 10.3.5 The CITY shall not pay for CONSULTANT's nor subconsultant's personnel for invoice preparation. The CITY shall not pay for CONSULTANT's nor subconsultant's communication expenses and computer time charges.
- 10.3.6 Payment for annual software maintenance for all licensed products will be made to IPS at 80% of the contractual agreement. The remaining 20% will be subject to the following performance criteria:
- 10.3.6.1 Payment on one third of the withheld amount will be made to the CONSULTANT if each issue reported, regardless of severity designation, was resolved within one year of being reported.
- 10.3.6.2 Payment on one third of the withheld amount will be made to the CONSULTANT if at least 75% of issues with severity designation of Blocker or Critical per table in 14.1.1 were resolved within one (1) month of being reported.
- 10.3.6.3 Payment of one third of the withheld amount will be made to the consultant if at least 75% of issues with severity designation of Major or Normal per table in 14.1.1 were resolved within two (2) months of being reported.
- 10.3.6.4 For each logged issue, the severity will be determined jointly by authorized personnel from the CITY and IPS.
- 10.3.6.5 The criteria listed in sections 10.3.6.1, 10.3.6.2, and 10.3.6.3 are intended to ensure the CITY obtains appropriate levels

of support from CONSULTANT for support services under the AGREEMENT. Any issues logged that are not closed by the CONSULTANT as a result of failure of the CITY to properly or reasonably test software updates shall be exempted from the calculations listed. In addition, mutual agreement on the resolution of any specific issue that falls outside the indicated time frames will be exempted from the calculations listed.

10.3.6.6 Payment of the remaining annual support amounts will be calculated at the final day of the tenth (10th) month of the current support year. For the first year, all calculations will be based on issues logged in the current support year. For subsequent years, resolved issues with resolved date since last report run and open issues logged in since the last report run will be included in the calculation. Invoicing for the remaining amounts will be at the first day of the eleventh (11th) month with payment due prior to the annual renewal of the subsequent support year.

10.3.7 The CITY's liability under this AGREEMENT shall only be to the extent of the present appropriation to fund the AGREEMENT. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee,

except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT.

The CONSULTANT and the CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. However, if the CITY shall appropriate funds for any successive fiscal years, the CITY's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

10.3.8 In the event the Project Task Order specifies the compensation as being on a Lump Sum method of payment or the Hourly Billing Rate method, the CONSULTANT shall submit an original and three (3) copies of an invoice in a format acceptable to the CITY upon the satisfactory completion of each task/milestone. The CITY shall review the CONSULTANT's invoice and notify the CONSULTANT of exceptions of disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items shall be considered approved by the CITY. The CITY shall pay all the amounts, approved for payment within sixty (60) days after PROJECT MANAGER receives CONSULTANT's invoice.

10.3.9 Performance Metrics will be included in every Project Task Order produced under the contract. At a minimum, each Project Task Order will contain a ten percent (10%) holdback that can only be achieved through

delivery according to successful completion of the defined task-based metrics (e.g., schedule, quality, etc.).

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

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONSULTANT 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 (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) damage or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'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 to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT on the part of the CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The CITY shall provide the CONSULTANT written notice of such claim, information, and assist in the defense of such action. Upon written agreement from the CITY, the CONSULTANT shall assume sole authority to defend or settle such claim consistent with Los Angeles City Charter Sections 271, et .seq. The provisions of this paragraph survive termination or expiration of this AGREEMENT.

12.2 INSURANCE

During the term of this AGREEMENT and without limiting CONSULTANT'S indemnification of the CITY, CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR) in **Exhibit C** hereto covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, Ordinance or policy, and

shall comply with the instructions set forth in **Exhibit C**, and which can also be found at the BOARD'S website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form *Instructions and Information on Complying with City Insurance Requirements, rev 10/09*, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on **Exhibit C** hereto. **Exhibit C** is hereby incorporated by reference and made a part of this AGREEMENT.

ARTICLE 13 – INDEPENDENT CONTRACTORS

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

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONSULTANT

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

14.1.1 The following table describes the expected service level agreement.

Severity	Severity Description	CONSULTANT Expected Response Time
Blocker	System is completely down, no work can be done.	Respond within 2 business hours of notification. Prepare detailed work plan for resolution within 4 business hours of issue acknowledgement.
Critical	Significant component of system is not functioning and no work around available.	Respond within 4 business hours of notification. Prepare detailed work plan for resolution within 8 business hours of issue acknowledgement
Major	Significant component of system is not functioning and there is a work around available.	Respond within 4 business hours of notification. Prepare estimated work plan for resolution within 7 business days.
Normal	Component of the system is not working as intended, but not keeping user from doing their job.	Respond within 4 business hours of notification. Resolve problem with next scheduled patch or notify CITY contact of expected completion date.

14.2 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this AGREEMENT. The CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

- 14.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 The CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 14.5 Except as specified in Article 12 and as otherwise provided in this AGREEMENT, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 15 – OWNERSHIP OF WORK PRODUCTS

"Work Product" means any of CONSULTANT's written expression, in all media and formats, of CONSULTANT's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how (knowledge), designs, programs, enhancements, modifications, interfaces, source and object code, software, and other

technical information that CONSULTANT has already created, possessed or owned before commencing any work under this AGREEMENT or that CONSULTANT will be creating or acquiring under this AGREEMENT. All Work Product is the property of CONSULTANT and is licensed perpetually and nonexclusively to the CITY, at no additional license fee, pursuant to the terms of the license for software contained in the License Agreement between the parties and subject to the terms hereof, with the License Agreement being subordinate to this AGREEMENT in case of conflict of terms.

Work Product shall not include any documents, material, data, drawings, plans, specifications, requirements, modifications, screen displays, interfaces, computer data files, basis for calculations, notes, and reports originated or prepared by the CITY, or a third party hired by CITY, the ownership of which shall vest with, and remain the property of, the CITY, whether the property is tangible or intangible.

15.1 NON-INFRINGEMENT WARRANTY

The CONSULTANT represents and warrants that performance of all obligations (including those performed by its subconsultants) under this AGREEMENT does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets and proprietary information.

15.2 INTELLECTUAL PROPERTY INFRINGEMENT

15.2.1 INDEMNIFICATION

The CONSULTANT will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against the CITY, its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest ("CITY Defendants") from and against any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, ("Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT or its subconsultants of any tier in performing the work under this AGREEMENT; or (2) as a result of the CITY's actual or intended use of any Work Product or other deliverables furnished by CONSULTANT under the AGREEMENT. The CONSULTANT also shall indemnify the CITY against all reasonable attorneys' fees, losses, costs, expenses, liability, and damages awarded against the CITY or settlement as a consequence of such Action.

15.2.2 PARTICIPATION IN DEFENSE

In CONSULTANT's defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement Action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof; provided, however, that: (1) CONSULTANT shall not be required to pay or to reimburse the

CITY for any defense activities of the Los Angeles City Attorney's Office that substantively duplicate or overlap CONSULTANT's active defense activities on CITY's behalf under this Article 15; (2) in providing a defense of any infringement Action, CONSULTANT shall be entitled to engage counsel of its choice; (3) to the extent that the CITY intends to seek indemnity from CONSULTANT in relation to an infringement Action, the matter will not be compromised or settled without the consent of CONSULTANT, which consent shall not be unreasonably withheld; and (4) if CONSULTANT desires to compromise or settle any infringement Action in a manner that will not adversely affect the CITY or any CITY Defendants, the CITY will not unreasonably withhold its consent to such compromise or settlement.

15.2.3 RIGHTS AND REMEDIES CUMULATIVE

Rights and remedies available to the CITY hereinabove shall survive the expiration or other termination of this AGREEMENT. Further, the rights and remedies are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

15.2.4 SURVIVABILITY

The provisions of Paragraphs 15.2.1 through 15.2.4 shall survive termination of this AGREEMENT.

ARTICLE 16 – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND
AFFIRMATIVE ACTION

Nondiscrimination, Equal Employment Practices, and Affirmative Action is attached hereto as **Exhibit G** and incorporated herein by this reference. The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this AGREEMENT, the CONSULTANT 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. The CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY'S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subconsultant entered into by the CONSULTANT, relating to the AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONSULTANT to comply with this requirement or to obtain compliance of its subconsultants with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S AGREEMENT with the CITY.

ARTICLE 17 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE

OUTREACH PROGRAM

The CONSULTANT has stipulated that it does not engage any subcontractor to perform the work described in this AGREEMENT and that all services described herein are performed by employees of CONSULTANT or of its Joint Venture Partners. The BOARD has been advised of this stipulation and a waiver has been obtained from the Mayor's Office which is attached hereto as **Exhibit B**.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 32.

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Yi Lee

Address: Information and Control Systems Division

2714 Media Center Drive, M/S 911

Los Angeles, California, 90065

To CONSULTANT:

Contact Person: Mr. Corey T. Williams, IPS
8500 W. 110th Street, Suite 550,
Overland Park, KS 66210
P: 913-661-0539
C: 913-233-6757
cwilliams@ipsdelivers.com

ARTICLE 20 – FORCE MAJEURE

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.

ARTICLE 21 – SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 22 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 24 – 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 AGREEMENT shall be governed by, enforced and interpreted under the laws of the State of California and the City of Los Angeles

without regard to conflict of law principles. The CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

In any action arising out of this AGREEMENT, the CONSULTANT 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 AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of this AGREEMENT shall not be affected thereby.

ARTICLE 25 –LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE

The Business Tax Registration Certificate is attached hereto as **EXHIBIT J** and incorporated herein by this reference.

If applicable, the CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this AGREEMENT, the CONSULTANT 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. Should any such certificate(s) become suspended or revoked, it is the CONSULTANT'S responsibility to report the matter immediately to the PROJECT MANAGER.

ARTICLE 26 – BONDS

Duplicate copies of 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.

As security for performance under the terms of this AGREEMENT, the CONTRACTOR shall furnish, as of the CONTRACT DATE, a performance bond, or equivalent security in a form acceptable to the CITY, which will extend for the life of the contract including execution of the renewal option. The initial term of the bond shall be for one (1) year, commencing on the CONTRACT DATE.

On the anniversary of the CONTRACT DATE, the bond shall be renewed for an additional year. The amount of the bond shall be \$ 2,946,000 to be due to the CITY by the CONTRACTOR during the bond term. At the CONTRACT DATE, the CITY may, at its sole option, accept some other form of security offered by the CONTRACTOR in lieu of an annual performance bond. All bonds must be executed by a responsible corporate surety authorized to issue bonds in the State of California, secured through an authorized Agent and in a form acceptable to the Office of the City Administrative Officer, Risk Management.

The CITY reserves the right to deduct from the bond, any amount, up to and including the full amount of the bond, as stated herein, owed to the CITY, by

CONTRACTOR, as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT including but not limited to items listed in Article 8.

ARTICLE 27 – CHILD SUPPORT ASSIGNMENT ORDERS

This AGREEMENT 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, the CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for the CONSULTANT'S employees. The CONSULTANT shall also certify (1) that the Principal Owner(s) of the CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that the CONSULTANT 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 the CONSULTANT will maintain such compliance throughout the term of this AGREEMENT.

Pursuant to Section 10.10 (b) of the Los Angeles Administrative Code, the failure of the CONSULTANT 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 the CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this AGREEMENT subjecting this AGREEMENT to termination if such default shall continue for more than ninety (90) days after notice of such default to the CONSULTANT by the CITY.

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

The CONSULTANT 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.

**ARTICLE 28 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE**

A. Unless otherwise exempt, this AGREEMENT 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, which is attached hereto as **Exhibit H** and incorporated herein by this reference, 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. The CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and may be adjusted each July 1 and

provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. The CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. The CONSULTANT shall require each of its subconsultants within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. The CONSULTANT shall receive and retain on file the executed pledges from each such subconsultant to the CITY within ninety (90) days of the execution of the subcontract. The CONSULTANT'S evidence of executed pledges from each Subcontractor shall fully discharge the obligation of the CONSULTANT with respect to such pledges and fully discharge the obligation of the CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONSULTANT, 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. CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any Subcontract entered into by the CONSULTANT relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO
 5. The CONSULTANT 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 Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONSULTANT has violated provisions of 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 the CONSULTANT 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 the CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONSULTANT, the CITY may deduct the amount determined to be due and owing by the CONSULTANT 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 therein described through final and binding arbitration. Whether the CONSULTANT is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONSULTANT 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. The CONSULTANT shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). The CONSULTANT shall also make available to employees the forms informing them about the EIC and form required to secure advance EIC payments from the CONSULTANT.

ARTICLE 29 – AMERICANS WITH DISABILITIES ACT

The CONSULTANT hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONSULTANT 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. The CONSULTANT 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 the CONSULTANT, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 30 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempted in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as **Exhibit D** and incorporated herein by this reference.

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

Violation of this provision may be used as evidence against the CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONSULTANT 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 CONSULTANT will provide equal benefits to 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 Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2625."

ARTICLE 31 – WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT 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.

ARTICLE 32 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONSULTANT may not, unless it has first obtained the written permission of the CITY;

- a) Assign or otherwise alienate any of its rights under this AGREEMENT hereunder, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties under this AGREEMENT.

ARTICLE 33 – PERMITS

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

ARTICLE 34 – DISCOUNTS

The CONSULTANT 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 discounts to payments made under this AGREEMENT which meet the discount terms.

ARTICLE 35 – CONTRACTOR RESPONSIBILITY ORDINANCE

Contractor Responsibility Ordinance is attached hereto as **Exhibit I** and incorporated herein by this reference. Unless otherwise exempt, this AGREEMENT 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 CONSULTANT to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONSULTANT's fitness and ability to continue performing the AGREEMENT. In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this AGREEMENT, CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this AGREEMENT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONSULTANT further agrees to:

1. Notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this AGREEMENT;
2. Notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONSULTANT 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 subconsultants(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 (30) 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.

ARTICLE 36 – BREACH

Except for force majeure, 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.

ARTICLE 37 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as **Exhibit E** and incorporated herein by this reference. The CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 38 – CONTRACTOR PERFORMANCE EVALUATION

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

ARTICLE 39 - CLAIMS FOR LABOR AND MATERIALS

The CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, 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 the CONSULTANT hereunder), against the CONSULTANT'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.

ARTICLE 40 – MUNICIPAL LOBBYING ORDINANCE

Any consultant for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONSULTANT acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, **Exhibit N**, if the CONSULTANT qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 41 – FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT 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. CONSULTANT shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that the CONSULTANT estimates they will need to fill in order to perform the services under the AGREEMENT.
2. 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 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 CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any subcontract entered into by the CONSULTANT relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. 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 DAA has determined that the 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 AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONSULTANT has violated provisions of the FSHO.

ARTICLE 42 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION

470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

CONTRACTOR/CONSULTANT, Subcontractors, and their Principals shall comply with

these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

INFLECTION POINT SOLUTIONS

By: _____ By: _____

Title: President, Board of Public Works _____ Title: General Manager _____

Date: _____ Date: _____

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney

By: _____
Edward M. Jordan

Title: Assistant City Attorney _____

Date: _____

ATTEST

June Lagmay, City Clerk

By: _____

Title: Deputy City Clerk _____

Date: _____

EXHIBIT A

PROJECT SERVICES COST ESTIMATE

(SAMPLE)

EXHIBIT A - PROJECT SERVICES COST ESTIMATE

The City of Los Angeles
Bridge Improvement Program
Cost proposal

COST PROPOSAL WORKSHEET				
COMPANY:		SCOPE OF WORK Project Summary		DATE:
Task Order		REV:		
		MILESTONE/PHASE/ PROJECT SUMMARY: Project Summary		
Direct labor				
Personnel	Function	Hours	Rate	Amount
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL HOURS			TOTAL DIRECT LABOR \$	
MULTIPLERS				
ESCALATION @%		(Rate)		
OVERHEAD @		(of Total Direct Labor + Escalation)		
PAYROLL ADDITIVES @		151.17% (of Total Direct Labor + Escalation)		
TOTAL MULTIPLIERS				\$
OTHER DIRECT EXPENSES *** Billed at Actual Cost***				
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL OTHER DIRECT EXPENSES				\$
OUTSIDE SERVICES (w/o fee)				
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
				\$
				\$
				\$
TOTAL OUTSIDE SERVICES				\$
FEES				
%				\$
				\$
Total Fees				\$
TOTAL COST				\$

EXHIBIT B

GOOD FAITH EFFORT WAIVER

GOOD FAITH EFFORT WAIVER REQUEST FORM

DEPARTMENT: PW/SAN

DIVISION/UNIT: ICSD

DATE: 9/29/2008

TO LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN LINDA SMITH GATLIN, DIRECTOR

FROM Yelena Altshuler, Bureau of Sanitation, ICSD

Phone: 323-342-6281 Fax: 323-342-6111

SUBJECT: WAIVE MBE/WBE/OBE GOOD FAITH EFFORT REQUIREMENTS FOR CONTRACT NO. _____

In compliance with Executive Directive No. 2001-28, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1 Title of Project: Maintenance and Enhancements Services Agreement Between City of LA and Inflection Point So

2 This project will be advertised as at ☒ Sole Source Contract ☐ RFP ☐ RFQ3 Type of Contract: ☐ Procurement ☒ Personal Services
☐ Construction ☐ Other

4 Projected total amount of the contract: \$1,600,000 Estimated duration of project: 3 years

5. Significant Dates:

Estimated date of pre-bid or job walk meeting: N/A

Estimated date that bids or proposals are due: N/A

6. Recommendation:

☒ MBE/WBE/OBE encouragement

Justify why encouragement:

☒ Technical Requirement ☐ Lack of available subcontractors ☐ Emergency Response☒ Lack of available subcontract sub-supply opportunities ☒ One product single point of distribution

Other

Inflection Point Solutions (IPS) is the sole and exclusive provider of PIMS, the Industrial Waste and Stormwater Pretreatment Program management software. In addition to annual maintenance, IPS may implement PIMS enhancements as mandated by changing regulations, changes in business practices, or changes in other applications that PIMS interfaces. IPS does not subcontract or license any firm to perform the required high technical services on its software. As a single source for this service, this contract provides no available opportunity for MBE/WBE/OBE participation.

7 Is this a ☒ New Contract ☐ Renewal ☐ Other

8 Name of previous contractor: IPS Length of previous contract 3 years Value of previous \$1,600,000

TO

ATTN: _____

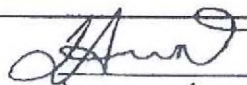
FROM LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

☒ Recommendation Approved Initials☐ Recommendation Disapproved

Initials

Comment:

By  Date: 10/7/08 Tel. No.: 213/978-0660

L. Smith - Executive Director - MBOC

EXHIBIT C

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Starr Group 5005 Loomis Road Greenfield WI 53220		CONTACT NAME: Ericka Berceau PHONE (A/C, No, Ext): 4144213800 E-MAIL ADDRESS: eberceau@starrgroup.com FAX (A/C, No):	
INSURED Luz De Leon 200 North Spring Street Los Angeles CA 90012		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Co of Amer 19046 INSURER B: Chubb Group of Insurance Companies 0 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY	Y N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TT06305326	07/01/2011	07/01/2012	MEDEXP (Any one person) \$ 10000
						PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	N N				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		TT06305365	07/01/2011	07/01/2012	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y N				EACH OCCURRENCE \$ 6,000,000
	EXCESS LIAB		TT06305365	07/01/2011	07/01/2012	AGGREGATE \$ 6,000,000
	DED RETENTIONS					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A N	UB7049R504	07/01/2011	07/01/2012	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N N	TT06305326	07/01/2011	07/01/2012	\$5,000,000 Limit; \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Los Angeles is hereby listed as additional insured as respects work performed by the insured when required by written contract.

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ericka Berceau
--	---

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Addendum

Named Additional Insured and Additional Information

THE CITY OF LOS ANGELES, CA IS HEREBY LISTED AS ADDITIONAL INSURED AS RESPECTS WORK PERFORMED BY THE INSURED WHEN REQUIRED BY WRITTEN CONTRACT.

EXHIBIT D

EQUAL BENEFITS ORDINANCE

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Your company must certify compliance with Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, Equal Benefits Ordinance (EBO), prior to the execution of a City agreement the value of which exceeds \$5,000.

SECTION 1. CONTACT INFORMATION

Project Name: Software Maintenance of Pretreatment Information Management System
Related Products: Integrations BAVN ID # _____
Company Name: Infection Point Solutions
Company Address: 8500 W. 110th Street, Suite 550
City: Overland Park State: KS Zip: 66210
Contact Person: Corey Williams Phone: 913-661-0539 E-mail: cwilliams@ipsdelivers.com
Approximate Number of Employees in the United States: 23
Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. A contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract.
- B. A contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City.
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits if those employees are performing work on the City Contract.

A Contractor must post a copy of 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."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and Rules and Regulations and have determined that compliance shall be effectuated as indicated below:

- ☒..... I have previously contracted with the City of Los Angeles, been determined to be in compliance with the EBO, and have **NOT** altered my benefits programs as they relate to providing equal coverage to an employee's spouse/domestic partner.
- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits in accordance with the City of Los Angeles EBO.
- ☐..... I provide employees a "Cash Equivalent" in accordance with EBO Regulation #4.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA (Refer to Regulation #4).
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins (Date) _____.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority; the Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

InfectionPoint Solutions will comply with the Equal Benefits Ordinance requirements
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28th day of November, in the year 2011, at Overland Park, KS

Cory T. Williams
Signature

Corey T. Williams
Name of Signatory (please print)

Vice President
Title

8500 W. 110th St., Suite 550
Mailing Address

Overland Park, KS 66210
City, State, Zip Code

20-2009707
EIN/TIN

EXHIBIT E

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement Bureau of Sanitation Department Contact Person Robert Irvin

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Cory Williams, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>Infection Point Solutions</u>	<u>913-661-0539</u>	<u>20-2009707</u>
Company Name	Phone	Federal ID #
<u>8500 W. 110th St., Suite 550</u>	<u>Overland Park</u>	<u>KS</u>
Street Address	City	State
		<u>66210</u>
		Zip

3. Has the Company submitted the SDO Affidavit previously? NO ☒ YES Date of prior submission: 01/2010
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in Nov. 2004 (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on November 28, 2011 at Overland Park, KS
(Date) (City) (State)

Signature: Cory Williams

Title: Vice President

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

EXHIBIT F

HOURLY BILLING RATES

**INFLECTION POINT SOLUTIONS
HOURLY BILLING RATES**

Description	Hourly Rate
Project Manager / Principal Consultant	\$165
Business Analyst	\$140
Senior Programmer	\$145
Programmer Analyst	\$120

EXHIBIT G

NONDISCRIMINATION, EQUAL EMPLOYMENT,

AFFIRMATIVE ACTION

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with 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.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, the 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. The 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 the 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 the contractor.

F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

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, the 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. 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.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Infection Point Solutions

COMPANY NAME

8500 W. 110th St., Suite 550

ADDRESS

Overland Park, KS 66210

CITY, COUNTY, STATE, ZIP

Corey T. Williams

AUTHORIZED SIGNATURE

Corey T. Williams, Vice President

NAME AND TITLE (TYPE OR PRINT)

913-661-0539 / cwilliams@ipsdelivers.com

TELEPHONE/E-MAIL

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

The LAAC provides that the requirements of the program shall, as far as practicable, be similar to those adopted in applicable Federal Executive Orders. Such requirements are codified in the Code of Federal Regulations, Title 41, Chapter 60 and Executive Order 11246.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which the contractor recruits and selects. Affirmative action programs contain a diagnostic component which includes a number of quantitative analyses designed to evaluate the composition of the workforce of the contractor and compare it to the composition of the relevant labor pools. Affirmative action programs also include action-oriented programs. If women and minorities are not being employed at a rate to be expected given their availability in the relevant labor pool, the contractor's affirmative action program includes specific practical steps designed to address this underutilization. Effective affirmative action programs also include internal auditing and reporting systems as a means of measuring the contractor's progress toward achieving the workforce that would be expected in the absence of discrimination.

An affirmative action program also ensures equal employment opportunity by institutionalizing the contractor's commitment to equality in every aspect of the employment process. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to evaluate the impact of those systems on women and minorities.

An affirmative action program is, thus, more than a paperwork exercise. An affirmative action program includes those policies, practices, and procedures that the contractor implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action, ideally, is a part of the way the contractor regularly conducts its business. OFCCP has found that when an affirmative action program is approached from this perspective, as a powerful management tool, there is a positive correlation between the presence of affirmative action and the absence of discrimination.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the **AFFIRMATIVE ACTION PROGRAM** provisions as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et. seq. of such contract:

Per LAAC Section 10.8.4(K)(2), a 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.

As provided by LAAC Section 10.8.4(K), this document sets forth the City of Los Angeles Affirmative Action Plan approved by the Office of Contract Compliance. In accordance with LAAC Section 10.8.4(M) the Affirmative Action Plan required to be submitted 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,

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the Affirmative Action Plan shall also consist of the following:

1. The contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:
 - (a) Recruit and make efforts to obtain such employees through:
 1. Advertising employment opportunities in minority and other community news media.
 2. Notifying minority, women and other community organizations of employment opportunities.
 3. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 4. Encouraging present minority, women and other employees to refer their friends and relatives.
 5. Promoting after school and vacation employment opportunities for minority, women and other youth.
 6. Validating all job specifications, selection requirements, tests, etc.
 7. Maintaining a file of the names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 8. Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
 - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
 - (e) Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
 - (f) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
2. The contractor shall make a good faith effort with respect to apprenticeship and training programs to:

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

- (a) Recruit and refer minority, women and other employees to such programs;
 - (b) Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - (c) Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
3. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

LAAC Section 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts. The items 4, 5 and 6 below are provided to serve as a guide for satisfying the reporting requirements of Section 10.13. Construction Contractors are subject to all provisions contained in LAAC Section 10.13 et. seq.

4. **Construction Contracts Included.** The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

* "Minority" is defined as the term "minority person" is defined in Subsection (f) of section 2000 of the California Public Contract Code.

5. **Anticipated Utilization.** The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U.S. Bureau of the Census and made available by the Office of Contract Compliance.¹ Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

¹ The anticipated levels of minority, women and other staffing utilization can be obtained by visiting the Bureau of Contract Administration at <http://bca.lacity.org>

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

6. **Construction Contractors** are required to complete and submit the Anticipated Employment Utilization Levels Form to report anticipated utilization of Minority, Women and Other Staffing and establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

Equal Employment Opportunity Officer:

Please be advised that Jill Means Manager is
hereby designated NAME OF DESIGNEE TITLE
as the Company's Equal Employment Opportunity Officer. The Officer has been given
the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action
Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may
be contacted at:
8500 W. 110th St., Ste 550
Overland Park, KS 66210 () 913-661-0539 jmeans@ipsdelivers.com
WORK ADDRESS (IF DIFFERENT THAN COMPANY ADDRESS) TELEPHONE E-MAIL

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, sex, sexual orientation, or national origin.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et. seq. and agree to comply with them while under contract as set forth therein.

Executed this 28th day of November, in the year 2011, at Overland Park, KS.
(City) (State)

Infection Point Solutions
COMPANY NAME

C. T. Williams
AUTHORIZED SIGNATURE

8500 W. 110th St., Ste 550
ADDRESS

Corey T. Williams, Vice President
NAME AND TITLE (TYPE OR PRINT)

Overland Park, Johnson, KS
CITY, COUNTY, STATE, ZIP
66210

913-661-0539 / cwilliams@ipsdelivers.com
TELEPHONE/E-MAIL

Notes:

The above Pre-Approved Affirmative Action Plan will be effective for 12 months from the date it is uploaded onto the BAVN system. If the Affirmative Action Plan is 30 days or less from expiration, the contractor must upload a new Plan onto the BAVN System and that Plan must be approved (verified by the Office of Contract Compliance) before the contract is awarded.

Construction contractors must submit an Anticipated Employment Utilization Report with each new bid for purposes of effectuating the Plan for the specific project.

EXHIBIT H

LIVING WAGE ORDINANCE

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDEING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2011 a wage of at least \$10.42 per hour with health benefits of \$1.25 per hour, or \$11.67 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: Inflection Point Solutions Email Address: jmeans@ipsdelivers.com
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. ****Do you provide health benefits** (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.



I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDEING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Jill Means

Print Name of Person Completing This Form

Jill Means

Signature of Person Completing This Form

Manager

913-661-0539

5/7/12

Title

Phone #

Date

AWARDEING DEPARTMENT USE ONLY: 6282

Dept: PW/SAN Dept Contact: Yi Lee Contact Phone: (323) 342- Contract #: _____

EXHIBIT I

CONTRACTOR RESPONSIBILITY

ORDINANCE

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Bureau of Sanitation

City Department/Division Awarding Contract

Robert Irvin

City Contact Person

213-485-2238

Phone

Pretreatment Information Management System Maintenance & Enhancement Support

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Infection Point Solutions

Bidder/Proposer Business Name

8500 W. 110th Street, Suite 550

Street Address

Overland Park

City

KS

State

66210

Zip

Jill Means, Manager

Contact Person, Title

913-661-0539

Phone

913-661-0739

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☒ An update of a prior Questionnaire dated 11 / 29 / 2011.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 11

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☒ **Limited Liability Company:** Date of formation: 11 / 10 / 2004 State of formation: Wisconsin

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Mark Grosskopf

Corey Williams

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership or stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 7 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

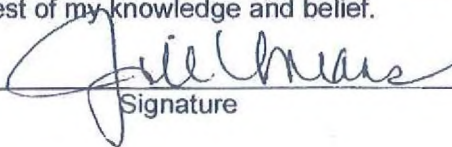
If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Jill Mears, Manager

Print Name, Title



Signature

5/8/12

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

C1.

Mark Grosskopf is Owner/President of New Resources Companies

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

See attached.

Attachment B – Contracts with the City of Los Angeles

Dates of the Contract	Services Provided	Amount of Contract	Contract Number
10/10 thru current	IPS is currently responsible for the migration of the Bureau's Wastewater Information System and Analytical Research Database (WISARD) system to a new platform that employs the most current technology, but maintains the current data model, database structure and overall functionality	\$778,990	C-113315
07/08 thru 2/09	IPS was responsible for the audit of the selected vendor's performance throughout the Solid Resources Citywide Recycling Division Data Management System project to ensure that the implementation met its intended goals and was on schedule and within budget.	\$80,000	C-113315
04/08 thru 08/08	IPS was responsible for the pilot implementation of the WISARD core replacement with a commercial off-the-shelf product.	\$98,500	C-113315
02/07 thru current	IPS was responsible for development of the Fat, Oils and Grease (FOG) module of the Bureau's Pretreatment Information Management System. IPS currently supports the module.	\$173,000	C-109769
02/07 thru current	IPS was responsible for the requirements gathering and specification necessary to consolidate the current Industrial Waste Billing System with Septage Waste and Groundwater billing operations, including the interface to PIMS and other City systems, current and future.	\$828,000	C-109769
05/06 thru current (additional task orders issued throughout timeframe)	IPS provides ongoing maintenance, support and enhancements for the Bureau's Pretreatment Information Management System and Watershed Protection Information Management System.	\$1,180,000	C-109769
1/10 thru current	IPS provides ongoing maintenance, support, and enhancements for the Bureau's Industrial Waste Billing system.	\$92,000	C-109769
9/11 thru 12/11	IPS was responsible for development of the Industrial Waste Billing interface to the City of Los Angeles' new Financial Management System.	\$90,000	C-109769
07/11 thru 06/12 (current contract)	IPS provides maintenance and support for BioEdge, the Bureau's biosolids tracking tool.	\$15,000	Purchase Order 0001237471

Attachment B – Similar Projects

Entity Name	Purpose of Contract	Total Contract	Starting Date	Ending Date
City of Columbus, OH	Provide annual support and maintenance of Pretreatment Information Management System.	\$24,000	Ongoing	Ongoing
Detroit Water and Sewerage Department, MI	Provide annual support and maintenance of Pretreatment Information Management System.	\$133,400	Ongoing	Ongoing
Hach Company	Provide product development assistance.	\$500,000	2009	Ongoing
Massachusetts Water Resources Authority	Provide Pretreatment Information Management System software system, including: software, software installation, software documentation, hardware recommendations; training; and annual maintenance and support.	\$1.1 million	2007	Ongoing support
Metro Wastewater Reclamation District (Denver), CO	Develop comprehensive Operations Data System combining laboratory, transmission, treatment, and environmental data for reporting and analysis needs.	\$1 million	2009	2012
Metropolitan St. Louis Sewer District, MO	Provide support and maintenance of Pretreatment Information Management System.	\$35,000	Ongoing	Ongoing

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

EXHIBIT J

BUSINESS TAX REGISTRATION

CERTIFICATE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 01/10/2005

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002016204-0001-2	L190	Profs/Occupations	01/01/2005	Active

ISSUED TO
INFLECTION POINT SOFTWARE LLC
MARK R GROSSKOPF
1000 N WATER STREET SUITE #1550
MILWAUKEE, WI 53202-6648
1000 N WATER STREET SUITE #1
MILWAUKEE, WI 53202-6648



ISSUED BY:

Artemus D. Christensen

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS P.O. BOX 53200, LOS ANGELES CA 90053-0200
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

EXHIBIT K

LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Inflection Point Solutions

I. Corporate or Main Office Address:

8500 W. 110th Street

Suite 550

Overland Park, KS 66210

II Total Number of Employees in Organization: 23

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

0 and 0 %

EXHIBIT L

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Carey Williams, depose and say
that I am

Vice President

("President", "Vice President", etc.)

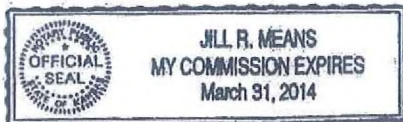
Influxion Point Solutions
8500 W. 110th Street, Suite 550
Overland Park, KS 66210
(Name and Address of Organization)

who submits this proposal to the City of Los Angeles Personnel Department, and hereby declare that this proposal is genuine, and not sham or collusion, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: May 10, 2012 at Overland Park, KS
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct



Jill R. Means

C. T. Means
(Signature)

EXHIBIT M

CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

See attached.

Infection Point Solutions

Name of Organization

Cory T. Williams

Signature

Cory T. Williams

Print Name

Vice President

Title

November 29, 2011

Date

Dates of the Contract	Services Provided	Amount of Contract	Contract Number
10/10 thru current	IPS is currently responsible for the migration of the Bureau's Wastewater Information System and Analytical Research Database (WISARD) system to a new platform that employs the most current technology, but maintains the current data model, database structure and overall functionality	\$778,990	C-1133315
07/08 thru 2/09	IPS was responsible for the audit of the selected vendor's performance throughout the Solid Resources Citywide Recycling Division Data Management System project to ensure that the implementation met its intended goals and was on schedule and within budget.	\$80,000	C-1133315
04/08 thru 08/08	IPS was responsible for the pilot implementation of the WISARD core replacement with a commercial off-the-shelf product.	\$98,500	C-1133315
02/07 thru current	IPS was responsible for development of the Fat, Oils and Grease (FOG) module of the Bureau's Pretreatment Information Management System. IPS currently supports the module.	\$173,000	C-109769
02/07 thru current	IPS was responsible for the requirements gathering and specification necessary to consolidate the current Industrial Waste Billing System with Septage Waste and Groundwater billing operations, including the interface to PIMS and other City systems, current and future.	\$828,000	C-109769
05/06 thru current (additional task orders issued throughout timeframe)	IPS provides ongoing maintenance, support and enhancements for the Bureau's Pretreatment Information Management System and Watershed Protection Information Management System.	\$1,180,000	C-109769
1/10 thru current	IPS provides ongoing maintenance, support, and enhancements for the Bureau's Industrial Waste Billing system.	\$92,000	C-109769
9/11 thru 12/11	IPS was responsible for development of the Industrial Waste Billing interface to the City of Los Angeles' new Financial Management System.	\$90,000	C-109769
07/11 thru 06/12 (current contract)	IPS provides maintenance and support for BioEdge, the Bureau's biosolids tracking tool.	\$15,000	Purchase Order 0001237471

EXHIBIT N

MUNICIPAL LOBBYING ORDINANCE



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

Department: Bureau of Sanitation

Name of Bidder:

Infection Point Solutions

Phone:

913-661-0539

Address:

8500 W. 110th St., Ste 550, Overland Park, KS 66210

Email:

cwilliams@ipsdelivers.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b)
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: Nov. 29, 2011

Signature:

Name:

Title:

Corey T. Williams
Vice President

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

EXHIBIT O

FIRST SOURCE HIRING ORDINANCE

FIRST SOURCE HIRING ORDINANCE (FSHO)**Anticipated Employment Opportunities****FORM: FSHO-1
CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with **before the contract is executed**. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Inflection Point Solutions Contractor Phone#: 913-661-0539
 Designated Contractor Contact Person: Corey Williams Email: cwilliams@ipsdelivers.com
 Street Address: 8500 W. 110th Street, Suite 550 BAVN Company ID: 51896
 City: Overland Park State: KS Zip: 66210 Federal ID (FEIN): 20-2009707

- | | | | |
|---|--|---|---|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?
<u>23</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract?
<u>15</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES – Go to Question 5.
<input checked="" type="checkbox"/> NO – Go to Section III. |
|---|--|---|---|

5. How many different job classifications do you anticipate as a result of this contract? -0- Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: _____ Job Description: _____	Anticipated # of Job Openings: _____
---------------	---	--------------------------------------

Job #2	Job Classification: _____ Job Description: _____	Anticipated # of Job Openings: _____
---------------	---	--------------------------------------

Job #3	Job Classification: _____ Job Description: _____	Anticipated # of Job Openings: _____
---------------	---	--------------------------------------

SECTION III. CONTRACTOR SIGNATURE (To be completed and signed by contractor)

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 4th day of May, 2012, at Overland Park, KS
 (City) (State)

[Signature]
Signature of Contractor

Corey T. Williams / Vice President
Print Name/Title

SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)

Dept: PW/SAN Contact Person: Yi Lee Phone#: (323) 342-1111 Email: yi.lee@city.org

BAVN ID: _____ Project Title (as listed in bid): PIMS Software Maintenance

Contract Start Date: 07/01/12 Contract End Date: 06/30/18 Contract Amount: 2,946,000.00

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2**
CITY OF LOS ANGELES**Subcontractor Information Form**

SUBCONTRACTORS: Please complete this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also complete an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with **before the contract is executed**. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Inflection Point Solutions Contractor Phone#: 913-661-0539
Designated Contractor Contact Person: Corey Williams Email: cwilliams@ipsdelivers.com
Street Address: 8500 W. 110th Street, Suite 550 BAVN Company ID: 51896
City: Overland Park State: KS Zip: 66210 Federal ID (FEIN)#: 20-2009707

- | | | |
|--|--|--|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES – Go to Question 4.
<input checked="" type="checkbox"/> NO – Go to Section III. |
|--|--|--|

4. How many Subcontractors will be working with you on the contract? -0- Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. CONTRACTOR SIGNATURE (To be completed & signed by contractor)

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 4th day of May, 2012, at Overland Park, KS
(City) (State)


Signature of Contractor

Corey T. Williams / Vice President
Print Name/Title

SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)

Dept: PW/SAN Contact Person: Yi Lee yi.lee@lacity.org
Phone#: (323) 342-6282 Email: _____
BAVN ID: _____ Project Title (as listed in bid): PIMS Software Maintenance
Contract Start Date: 07/01/12 Contract End Date: 06/30/18 Contract Amount: 2,946,000.00

EXHIBIT P

CONTRACTOR BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):

Date Bid Submitted:

May 8, 2012

Description of Contract:

Pre-treatment Information Management System Maintenance & Enhancement Support

Awarding Authority (Department):

Bureau of Sanitation

BIDDER

Name: Infection Point Solutions

Address: 8500 W. 110th Street, Suite 550, Overland Park, KS 66210

Email (optional): jmuars@ipsdelivers.com Phone: 913-661-0533

State Contractor I.D.: Not Applicable

Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Mark Grosskopf Title: President

Address: 1000 N. Water Street, Suite 950, Milwaukee, WI 53202

Name: Corey Williams Title: Vice-President

Address: 8500 W. 110th Street, Suite 550, Overland Park, KS 66210

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ additional sheets are attached.

☐ Bidder is an individual with no principals.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal
whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: May 7, 2012

Signature: [Signature]

Name: Jill Means

Title: Manager

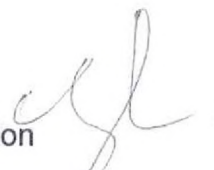
Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

TRANSMITTAL 3

FORM GEN 160 (Rev. 6-80)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: May 25, 2012

TO: Russ Strazzella, Chief General Services Division
Bureau of Contract AdministrationFROM: Yi Lee, Senior Systems Analyst I
Information & Control Systems Division**REQUEST FOR EXEMPTION FROM CONTRACTOR RESPONSIBILITY ORDINANCE**

Please authorize exemption from Contractor Responsibility Ordinance (CRO) for the sole source contract with Inflection Point Solutions, LLC. This contract is necessary to provide software maintenance and enhancement services to Pretreatment Information Management System (PIMS) used by the Bureau of Sanitation. Completed CRO Exemption form is attached for your review.

PIMS is a customized off-the-shelf proprietary application from Inflection Point Solutions, LLC (IPS). Maintenance and enhancements of this software is also proprietary and available solely through IPS.

This sole source contract is needed to provide software maintenance, consulting expertise, enhancements, and support services for the PIMS and its interfaces. Failure to keep this application operating properly would severely impact Industrial Waste Management Division and Watershed Protection Division that rely on PIMS to perform daily operations. Enhancements to the PIMS application will further improve productivity and allow us to take advantage of this system.

Attachment

GOOD FAITH EFFORT WAIVER REQUEST FORM

DEPARTMENT: PW/SAN

DIVISION/UNIT: ICSD

DATE: 9/29/2008

TO: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: LINDA SMITH GATLIN, DIRECTOR

FROM: Yelena Altshuler, Bureau of Sanitation, ICSD

Phone: 323-342-6281 Fax: 323-342-6111

SUBJECT: WAIVE MBE/WBE/OBE GOOD FAITH EFFORT REQUIREMENTS FOR CONTRACT NO. _____

In compliance with Executive Directive No. 2001-28, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1 Title of Project: Maintenance and Enhancements Services Agreement Between City of LA and Inflection Point Solutions

2 This project will be advertised as a: ☒ Sole Source Contract ☐ RFP ☐ RFQ3 Type of Contract: ☐ Procurement ☒ Personal Services
☐ Construction ☐ Other

4 Projected total amount of the contract: \$1,600,000 Estimated duration of project: 3 years

5. Significant Dates:

Estimated date of pre-bid or job walk meeting: N/A

Estimated date that bids or proposals are due: N/A

6. Recommendation:

☒ MBE/WBE/OBE encouragement

Justify why encouragement:

☒ Technical Requirement ☐ Lack of available subcontractors ☐ Emergency Response☒ Lack of available subcontract sub-supply opportunities ☒ One product single point of distribution

Other

Inflection Point Solutions (IPS) is the sole and exclusive provider of PIMS, the Industrial Waste and Stormwater Pretreatment Program management software. In addition to annual maintenance, IPS may implement PIMS enhancements as mandated by changing regulations, changes in business practices, or changes in other City applications that PIMS interfaces. IPS does not subcontract or license any firm to perform the required high technical services on its software. As a single source for this service, this contract provides no available opportunity for MBE/WBE/OBE participation.

7 Is this a ☒ New Contract ☐ Renewal ☐ Other

8 Name of previous contractor: IPS Length of previous contract 3 years Value of previous \$1,600,000

TO

ATTN: _____

FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

☒ Recommendation Approved☐ Initials☐ Recommendation Disapproved☐ Initials

Comment:

By: [Signature] Date: 10/7/08 Tel. No.: 213/978-0666

L. Smith - Executive Director - MBOC

CRO EXEMPTIONS

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration
Special Research & Investigation Section
1149 S. Broadway, Suite 300 - Los Angeles, CA 90015
Phone: (213) 847-1922
Mail Stop 480

AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for \$25,000 or more, and is at least three months in duration.

SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT

A. Proposed Agreement

RFP/RFQ/RFB or Contract # (if any):	Amount: \$2,944,500
Term - Start Date: 7/1/2012	End Date: 6/30/2013
Type of Service: PERSONAL SERVICES	

B. Awarding Department

Name of contact person: YI LEE	Title: SE SYSTEMS ANALYST I
Department: PW/SANITATION	Phone: 213-343-6282
Signature: [Signature]	Date: 5/30/2012

C. Contractor Information (if known):

Company Name: INFLECTION POINT SOLUTIONS, LLC	
Company Address: 8502 W. 110th STREET, SUITE 550	
City: OVERLAND PARK	State: KS Zip: 66210

SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

☐ Exigent circumstances: The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.

☒ Services are proprietary or available only from a single source. Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service.

☐ Contract awarded in accordance with one of the following. Attach a memo explaining the circumstances of the applicable Charter Section.

- ☐ Charter Section 371(e)(5) - Urgent necessity.
- ☐ Charter Section 371(e)(6) - War, or national, state, or local emergency.
- ☐ Charter Section 371(e)(7) - Equipment repairs or parts obtained from manufacturer or exclusive agent.
- ☐ Charter Section 371(e)(8) - Cooperative arrangements with other governmental agencies.

☐ New contract entered into as a result of an Invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFQ, and any other procurement process. A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4, 2001. Fill in the information below:

Date IFB released: _____ Date contract executed: _____ Date work on contract began: _____
Has there been an amendment to this contract since September 4, 2001? Yes _____ No _____

FOR SRIS USE ONLY

Approved: [Signature]	Not Approved. (See attached memorandum.)
Analyst: PCI	Date: 5/31/12

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Corey Williams, depose and say that I am

Vice President
("President", "Vice President", etc.)

Infection Point Solutions
8500 W. 110th Street, Suite 550
Overland Park, KS 66210
(Name and Address of Organization)

who submits this proposal to the City of Los Angeles Personnel Department, and hereby declare that this proposal is genuine, and not sham or collusion, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: May 10, 2012 at Overland Park, KS
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct



Jill R. Means

C. T. W.
(Signature)



TRANSMITTAL 4

Inflection Point Solutions, 8500 W. 110th Street, Suite 550, Overland Park, KS 66210
Phone: 913-661-0539 Fax: 913-661-0739

April 13, 2012

City of Los Angeles
Bureau of Sanitation
2714 Media Center Drive
Los Angeles, CA 90065
Attn: Yi Lee

Dear Yi:

This letter is to confirm Inflection Point Solutions as the sole and exclusive provider of the Pretreatment Information Management System and, as such, its maintenance and support. Inflection Point Solutions is the only firm capable or legally authorized to make any modifications, support fixes, or corrections requested by the City of Los Angeles Bureau of Sanitation.

I welcome any further questions at (913) 661-0539.

Best Regards,

Inflection Point Solutions, LLC

Corey Williams, P.E.
Vice President