


<b>TRANSMITTAL</b>		0150-11189-0000
TO The Council	DATE 9/13/18	COUNCIL FILE NO. C.F. 13-1255-S1
FROM The Mayor		COUNCIL DISTRICT ALL
<p><b>Amendment No. 2 to Personal Services Contract C-124658 with CGI Technologies and Solutions, Inc. for Phase Two (Construction Contracts) of the City's Procurement Reform Project</b></p> <p>Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). Please see the City Administrative Officer report attached.</p> <div style="text-align: center;"><p>MAYOR</p></div> <p>RHL:KDU:111900121</p> <p style="text-align: right;">(Ana Guerrero) for</p>		

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

To: The Council	Date: 09-12-18	C.D. No. All	CAO File No.: 0150-11189-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Laura Ito 213.978.3322; Jose Alvarez 213.344.8794	
Reference: ITA Transmittal dated July 9, 2018; referred by Mayor for report			
Purpose of Contract: Expand existing scope of services of the Procurement Module and Vendor Self-Service portal of the FMS 2.0 Project.			
Type of Contract: (x) Amendment, Contract No. C-124658		Contract Term Dates: September 1, 2014 through August 31, 2020	
Proposed amount \$ 993,010+ Prior award(s) \$ 20,735,022= Total \$ 21,728,032			
Source of funds: ITA Contractual Services Account			
Name of Contractor: CGI Technologies and Solutions, Inc.			
Address: 11325 Random Hills Rd, Fairfax, VA 22030			
	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: 0.2 % * documents uploaded in KwikComply; however, applicable coverages require verification prior to contract execution.			
8. Business Inclusion Program			x
9. Equal Benefits & First Source Hiring Ordinances	x**		
10. Contractor Responsibility Ordinance	x		
11. Slavery & Border Wall Disclosure Ordinances	x**		
12. Bidder Certification CEC Form 50	x		
13. Prohibited Contributors (Bidders) CEC Form 55	x		
14. California Iran Contracting Act of 2010 **documents uploaded in LABAVN and pending review by the Office of Contract Compliance	x		

**RECOMMENDATIONS**

That the Council:

1. Authorize the General Manager of the Information Technology Agency (ITA) to execute Amendment No. 2 to Contract C-124658 (Contract) with CGI Technologies and Solutions Inc. to increase the contract spending authority by \$993,010 for a new contract limit of \$21,728,032, and extend the term of the Contract by an additional two years to September 1, 2014 through August 31, 2020, in order to provide automation of the construction contract procurement process by configuring and expanding the Vendor Self-Service module in the Financial Management System, subject to the review and approval of the City Attorney, and instruct ITA to ensure verification of insurance documentation prior to the execution of the Contract; and,
2. Execute further amendments to this Contract without subsequent Mayor and/or Council approvals only a) in the event of a company name change, and b) if the new company agrees to the preceding contract's terms and conditions, subject to the approval of the City Attorney and compliance with the City's contracting requirements.

 KDU Analyst 11190012	 City Administrative Officer
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## COMMENTS

ITA requests approval to amend its Contract C-124658 (Contract; Amendment) with CGI Technologies and Solutions, Inc. (CGI; Contractor) to include an expanded scope of work to include a Procurement Module and Vendor Self-Service portal as part of the FMS 2.0 Project (Phase Two), and extend the Contract term by an additional two years for a total term of six years (September 1, 2014 through August 31, 2020) to accommodate this work and for product support. Additionally, ITA requests to increase the compensation for the Contract by \$993,010 from a current total of \$20,735,022 to \$21,728,032. ITA further requests authority to amend the Contract in the event of a name change to the Contractor without further approvals required from the Council or Mayor.

Phase One of the FMS 2.0 Project focused on the digitization of the City's commodities contracts. Council approved the digitization of City construction contracts, or Phase Two in concept along with the 2017-18 Budget (C.F. 17-0600) and as a component of a Citywide procurement reform effort. ITA's request to amend its Contract with CGI to include an expanded scope of work addresses is consistent with this approval. Specifically, one-time funding was provided in ITA's 2017-18 Contractual Services Account to automate the City's construction and personal services procurement process by standardizing forms and processes in a Citywide contract management system. In mid-2017, the total anticipated project cost of Phases Two and Three was anticipated to be \$3.5 million; of this amount, \$1.6 million was included in the 2017-18 Budget; \$600,000 was specifically included in the Contractual Services Account to digitize construction contracting (C.F. 17-0600). Phase Three, envisioned as the addition of a personal services module to further digitize the contracting process, is not included in the proposed Contract scope of work, though \$1 million for Citywide procurement system Phase Three was allocated in ITA's 2018-19 Budget (C.F. 18-0600).

ITA indicates that a key component of the City's procurement reform effort is to streamline the contracting process in order to simplify the work that businesses must do to contract with the City. The impact of this procurement reform effort is anticipated to be especially helpful for small, local businesses that do not have the resources to dedicate to the administrative process that large companies do. It is also anticipated that the number of local, minority, and women-owned businesses with which the City contracts will increase as a result of these streamlined processes.

The following are components of the Phase Two implementation:

- Discovery sessions
- Requirements finalization
- Scope finalization
- Project start
- Solution design, which began in February 2018; see details regarding components of solution design provided in the scope of work document attached to ITA's July 9, 2018 Transmittal, Exhibit A-C1: Supplement to Statement of Work, pages 12-22)
- Solution implementation

CGI estimates that Phase Two product testing will continue through October 2018 and will go live in November 2018. Up to 100 hours of user training have been included in the Scope of Work Agreement. The proposed cost increase of \$993,010 is detailed in a chart titled "Exhibit L-C1 – Pricing Schedule" attached to the July 9, 2018 ITA transmittal. Generally speaking, the highest costs for the sub-items listed are associated with interface and system modification development and

testing. The proposed Amendment also memorializes language that allows the City to take advantage of discounts offered to comparable government customers and specify protections to City data that detail security incident and data breach obligations in order to better protect the City's records.

CGI's Equal Benefits and First Source Hiring Ordinances, as well as the Slavery and Border Wall Disclosure Ordinance documents are pending review by the Office of Contract Compliance. ITA states that the Contract was not established through a competitive process and therefore the City's Business Inclusion Program does not apply. CGI will be required to demonstrate compliance with the California Iran Contracting Act of 2010 prior to the execution of the proposed Amendment. As a result of new recommendations from the CAO Risk Manager regarding cybersecurity pertaining to significant systems projects, it is recommended that ITA be instructed to ensure verification of insurance documentation prior to the execution of the Contract. Pursuant to Los Angeles Administrative Code Section 10.5, as the Contract exceeds three years in term and the estimated annual payments exceed \$154,925, Council approval of the proposed Amendment is required.

## **FISCAL IMPACT STATEMENT**

Funding in the amount of \$600,000 to digitize construction contracting was included in the 2017-18 Budget; the Information Technology Agency (ITA) encumbered this amount, along with additional savings in its Contractual Services Account, and is able to pay for the proposed contract increase of \$993,010. The recommendations in this report comply with the City's Financial Policies in that budgeted funds and prior-year savings are available in the current fiscal year, and future expenditures are limited to the appropriation of funds in the budget.

TED M. ROSS  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

JOYCE J. EDSON  
ASSISTANT GENERAL MANAGER

JEANNE M. HOLM  
ASSISTANT GENERAL MANAGER

ANTHONY MOORE  
ASSISTANT GENERAL MANAGER

LAURA ITO  
ASSISTANT GENERAL MANAGER

# CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

ITA

INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST  
200 N MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
213.978.3311

[ita.lacity.org](http://ita.lacity.org)

July 9, 2018

REF: FAS-163-18

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

Attention: Mandy Morales, Legislative Coordinator

Subject: **AMENDMENT NUMBER 2 TO PERSONAL SERVICES CONTRACT AGREEMENT C-124658 WITH CGI TECHNOLOGIES AND SOLUTIONS INC. FOR PHASE TWO OF THE CITY'S PROCUREMENT REFORM PROJECT – CONSTRUCTION CONTRACTS**

Dear Mayor Garcetti:

The Information Technology Agency (ITA) is leading the Procurement Reform Project to create an end-to-end digital procurement process. The first phase of the project was completed in July 2017 and focused on commodity contracts. The second phase of the project, for which funding was provided in the FY17-18 adopted budget, is focused on construction contracts. CGI Technology and Solutions Inc., as the implementing contractor for the City's Financial Management System (FMS) and Supply Management System Replacement project, has been working with ITA on integrating various City systems with FMS to facilitate development of a comprehensive contracting system.

Attached for your review and approval is Amendment Number 2 to Agreement C-124658 with CGI Technologies and Solutions Inc. (CGI) to provide implementation services for the second phase of the Procurement Reform project.

## **BACKGROUND**

### *Procurement Reform Project*

Like most large government entities, the City of Los Angeles' procurement process has grown over decades due to increased purchasing, audits, regulatory compliance, and City ordinances. Based on our research, this has resulted in a process that is almost

unanimously perceived as lengthy, complex, variable, non-transparent, and difficult to navigate.

As a result of the above issues, City staff lose time and productivity looking for procurement process workarounds. In addition, contract staff across the City receive inconsistent or unclear directions for what forms, steps or approvals are required to create a procurement contract. The varying methods results in time spent trying to figure out the process and its execution, with less time available to create the more critical detailed user requirements and statements of work. Vendors have found that the current system is difficult to navigate, leading to reduced competition, which particularly impacts small and local businesses, resulting in lower quality contracts and deliverables. The poor transparency results in a lack of visibility into bottlenecks, and therefore, difficulty in resolving chronic delay points.

The Procurement Reform Project looks to measurably improve on these issues by standardizing forms, processes and/or approvals for procurement contract creation to reduce training time and enable City staff to efficiently generate detailed user requirements and statements of work, with an end result of stronger contracts and increased productivity in vendor/City engagements. Simplifying the system will encourage more competition, put small and local businesses on a more even playing field, and lead to higher quality contracts and deliverables. Metrics captured at procurement steps, provide greater visibility into bottlenecks.

#### Phase One: Commodity Contracts

The City's Financial Management System (FMS) is the City's system of record for accounting transactions, financial reporting, purchasing, and budget development for all Council-controlled departments. In July 2017, the City successfully implemented the FMS Procurement, Inventory, and Vendor Self Service (VSS) modules as part of the first phase of the City's Procurement Reform project, focused on commodity contracts. The addition of these modules provided the platform for a digital end-to-end procurement process.

#### Phase Two: Construction Contracts

Phase two work to be completed in the 1st Quarter FY 18-19, is the Construction Phase which will provide the foundation for the structured development of Request for Bid procurement documents. It will also create the required interfaces with the City's Bid Opportunity and Contractor/Subcontractor System - labavn.org, the new Contract Creation and Management System, hosted on the Documentum XCP platform, and the City's Financial Management System (FMS), which will provide the data and metric repository to enable the City to accurately track and analyze efforts to provide business inclusive programs for small business owners, local businesses, and businesses owned by women, veterans, and persons with disabilities. The automation and ability to accurately gather contractor/subcontractor bid submission data is a significant "soft cost" saving across every City department that issues bid opportunities.

### **CONTRACT AMENDMENT**

The majority of the project interface work is being performed by CGI as the backbone of the procurement process is FMS, the City's system of record. As FMS is a proprietary system, vendor support is required to integrate it with BAVN and Documentum. The addition of the Construction contracts is a continuation of the procurement reform work started with commodities; therefore, the City Attorney advised that this work should be performed under an amendment to the CGI contract under which the initial work was done. The Department is requesting to amend contract C-124658 to broaden the scope of work to include the interfaces necessary to automate construction bids and contract development. Commensurate with this additional scope, ITA requests to add contract authority of \$993,010 and extend the contract duration by two years, to August 31, 2020.

In accordance with Charter 1022, the Personnel Department has determined that City employees do not have the expertise to perform the work.

The company's insurance agent has uploaded the ACORD certificate to meet the Risk Manager's minimum insurance requirement for General, Workers' Compensation, Auto, and Professional liability.

The headquarters address and workforce information is as follows:

11325 Random Hills Road  
Fairfax, Virginia 22030

The local address:

350 South Grand Avenue, Suite 3800  
Los Angeles, California 90071

% of Workforce Residing in the City: 0.2%

Equal Benefits Ordinance, Slavery Disclosure Ordinance and First Source Hiring Ordinance applications are valid.

The vendor possesses a valid Business Tax Registration Certificate.

The draft contract has been reviewed by the City Attorney as to form.

The BTRC is valid.

### **RECOMMENDATION**

That the City Council, subject to approval of the Mayor, authorize the General Manager of ITA, or designee, to a) execute contract Amendment Number 2 with CGI Technologies and Solutions Inc. (CGI), increasing the contract value by \$993,010, and increasing the term by two years, through August 31, 2020, and b) in the event that Contractor



Honorable Eric Garcetti  
July 9, 2018  
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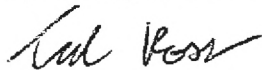
undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of the ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

**FISCAL IMPACT STATEMENT**

Approval of the contract amendment requested in this report will have no fiscal impact. Required funding in the amount of \$365,000 was provided in the Information Technology Agency FY 17-18 Adopted Budget, Account #3040, and due to delays in processing this amendment, was reappropriated to the same account in ITA's FY 18-19 budget. The balance of \$128,010, is available from the FMS project contingency funding.

Please contact Ms. Laura Ito, ITA's Assistant General Manager at 978-3322 with any additional questions.

Respectfully submitted,



Ted M. Ross  
General Manager

**Attachments:**

Contract Amendment Number 2 to Agreement C-124658 with CGI Technologies and Solutions Inc.

Exhibit A-C1 – Supplement to SOW

Exhibit L-C1 – Pricing Schedule

Exhibit O – Standard Provisions (Rev. 10/17)[v.2]

ec: Trina Unzicker, CAO  
Joyce Edson, ITA  
Laura Ito, ITA,  
Jose Alvarez, ITA  
Irene Mayeda, ITA

**CONTRACT AMENDMENT NUMBER 2 TO AGREEMENT C-124658  
BETWEEN THE CITY OF LOS ANGELES  
AND  
CGI TECHNOLOGIES AND SOLUTIONS INC.  
FOR THE FMS 2.0 PROJECT**

This Contract Amendment Number 2 ("Amendment") to Agreement No. C-124658 (the "Agreement") dated September 25, 2014, is made by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "CITY") and CGI Technologies and Solutions Inc. (hereinafter referred to as "Contractor" or "CGI"), with reference to the following facts.

A. On September 25, 2014, the City Clerk attested to the Agreement for the Financial Management System 2.0 Project (FMS 2.0 Project, aka SMS Replacement), as defined therein, in the Project Price amount of Seventeen Million, Six Hundred Thousand, One Hundred and Eighty-Two Dollars (\$17,600,182) and a Contract Sum of Nineteen Million, Eight Hundred Thousand, One Hundred Eighty Two Dollars (\$19,800,182). The term of the Agreement is four (4) years, effective September 1, 2014 to August 31, 2018.

B. On February 16, 2016 the parties entered into Change Notice Number 1 in the amount of One Million, Four Hundred Forty-Eight Thousand, Seven Hundred and Forty Dollars (\$1,448,740) in order to add new software modification deliverables CGI-20.13 and CGI-20.14 and corresponding payment Milestones.

C. On or around November 4, 2016, the parties entered into Change Notice Number 2 in the amount of Seven Hundred Nineteen Thousand and Ninety Five Dollars (\$719,095) in order to: (i) add new software modification deliverables CGI-20.15 thru CGI-20.17 and corresponding payment Milestones (ii) add new vendor self-service commodity online bidding deliverables CGI-19.4, CGI-19.5, CGI-20.18 thru CGI-20.24, CGI-25.5, CGI-25.6, CGI-29.4, CGI-30.10, CGI-32.6, and CGI-36.2 and corresponding payment Milestones; (iii) delete CAFR support deliverables CGI-39.1 thru CGI-39.4 and corresponding payment Milestones; and (iv) remove technical post-implementation support for deliverables CGI-37.7 thru CGI-37.12 and modify corresponding payment Milestones.

D. On or around December 5, 2016, the parties entered into Contract Amendment Number 1 to increase the Contract Sum and contingency amount by Nine Hundred Thirty-Four Thousand, Eight Hundred and Forty Dollars (\$934,840).

E. On or around Oct 25, 2017, the parties entered into Change Notice Number 3 in the amount of Two Hundred Thirty-One Thousand and Two Hundred Dollars (\$231,200) in order to add post-implementation support for

deliverables CGI-37.13 thru CGI-37.17 and modify corresponding payment Milestones.

F. On or around Dec 21, 2017, the parties entered into Change Notice Number 4 in the amount of One Hundred Ninety-Five Thousand Five Hundred Dollars (\$195,500) in order to add new software modification deliverables CGI-20.25 and CGI-20.26 and modify corresponding payment Milestones.

G. On or around Jan 18, 2018 the parties entered into Change Notice Number 5 in the amount of Two Hundred Thirty Two Thousand Five Hundred and Twenty Six Dollars (\$232,526) in order to add or modify performance of Services through the addition of new Deliverables to support the Enhanced AP Part 2 Phase (Supplement B1),

H. On or around Jan 29, 2018 the parties entered into Change Notice Number 6 in the amount of Two Hundred Thousand Dollars (\$200,000) in order to add or modify performance of Services through the addition of new Deliverables to support the VSS Expansion for Construction Phase (Supplement C1),

I. On or around Jan 29, 2018 the parties entered into Change Notice Number 7 in the amount of Sixteen Thousand, Eight Hundred and Eighty Eight Dollars (\$16,888) in order to add or modify performance of Services through the addition of new Deliverables to support Report Training (Supplement D1).

J. As of the date of last signature affixed to this Amendment ("Effective Date") the parties desire to enter into this Amendment to (i) increase the Contract Sum by Nine Hundred Ninety Three Thousand and Ten Dollars (\$993,010), Seven Hundred Ninety Three Thousand and Ten Dollars (\$793,010) of which is an increase in the Project Price and Two Hundred Thousand Dollars (\$200,000) of which is an increase in the contingency amount, to continue support for the VSS Expansion for Construction Phase (Supplement C1); and (ii) incorporate the Standard Provisions for City Contracts (Rev. 10/17(v.2)) which replace the prior version of the City's standard provisions as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to this Amendment Number 2 as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment Number 2 will have the meanings indicated for them in the Agreement.

2. Increase in Project Price. The Project Price identified in Subparagraph 17.4.1. (General) of Subparagraph 17.4 (PROJECT PRICE; CONTRACT SUM) of Paragraph 17 (PAYMENT TERMS) of the Agreement is hereby increased by

Seven Hundred Ninety Three Thousand and Ten Dollars (\$793,010) from Twenty Million, Six Hundred Forty Four Thousand, One Hundred and Thirty One Dollars (\$20,644,131) to Twenty One Million, Four Hundred Thirty Seven Thousand, One Hundred and Forty One Dollars (\$21,437,141). The contingency amount, against which the City will write Change Notices, is hereby increased by Two Hundred Thousand Dollars (\$200,000) from Ninety Thousand, Eight Hundred and Ninety One Dollars (\$90,891) to Two Hundred Ninety Thousand, Eight Hundred and Ninety One Dollars (\$290,891). The Contract Sum is hereby increased by Nine Hundred Ninety Three Thousand and Ten Dollars (\$993,010) from Twenty Million, Seven Hundred Thirty-Five Thousand, and Twenty-Two Dollars (\$20,735,022) to Twenty One Million, Seven Hundred Twenty Eight Thousand, and Thirty Two Dollars (\$21,728,032).

3. Term. The term identified in Subparagraph 22.1 of Subparagraph 22 (Term/Termination) is hereby replaced in its entirety by:

“22.1 The term of this Agreement shall be six (6) years, effective September 1, 2014, and expiring no later than August 31, 2020 unless terminated sooner in accordance with the terms of this Agreement. The parties may elect to extend the term through a written amendment to the Agreement.”

4. Changes to Statement of Work. Exhibit A of the Agreement (Statement of Work) is hereby amended to include Exhibit A-C1 (Supplement to Statement of Work (VSS Expansion for Construction)) as attached hereto and incorporated herein by this reference.

5. Changes to Pricing Schedule. Exhibit L of the Agreement (Pricing Schedule) is hereby amended to include Exhibit L-C1 (Supplement to Pricing Schedule (VSS Expansion for Construction)) as attached hereto and incorporated herein by this reference.

6. Change to City Standard Provisions. As of the Effective Date, Exhibit O, Standard Provisions for City Contracts (Rev. 3/09) is replaced in its entirety with the current version of the City standard provisions - Standard Provisions for City Contracts (Rev. 10/17(v.2)) (which is attached hereto as Exhibit O). This new set of City standard provisions is hereby incorporated into the Agreement with the exception of PSC 9, 21, 22 and 24 and shall apply to CONTRACTOR's provision of the Services as of the Effective Date of this Amendment.

7. Changes to Section 27.1 as a Result of New City Standard Provisions. As of the Effective Date, Section 27.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

“This Agreement, the Exhibits and Attachments attached hereto, are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be:

- i. Agreement
- ii. Standard Provisions for City Contracts (Rev 10/17(v.2)) (Exhibit O)
- iii. Exhibit A, Statement of Work
- iv. Any other Exhibit or other attachment to the Agreement, exclusive of the Standard Provisions for City Contracts

The parties agree to the following clarifications to Exhibit O:

PSC-24 (Best Terms) is modified as follows:

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

PSC-22 (Data Protection) The parties hereby agree that PSC 22 shall not apply to this Agreement. Further, the parties acknowledge and agree that Contract No. C-128896, the FMS Managed Application Support contract executed between the parties (the "FMS Managed Application Support Contract") addresses the protection of City Data (as defined therein) and sets out security incident and data breach obligations associated with the City Data. The parties also acknowledge and agree that any and all City Data provided by the City under this Agreement as of the Effective Date of Amendment 2 shall fall under the definition of "City Data" under the FMS Managed Application Support Contract, and that parties to this Agreement shall be bound by and subject to all conditions, provisions, protections and obligations set forth in the FMS Managed Application Support Contract regarding City Data as part of this Agreement."

8. Amendments. No amendment, modification, or supplement to this Amendment Number 2 shall be binding on either party unless it is in writing and duly executed by the parties in interest at the time of the modification.

9. Entire Agreement. Except as expressly and specifically changed hereby, the Agreement shall remain in full force and effect. There are no other agreements, representations, or warranties between or among the parties, written or oral, concerning the subject matter hereof.

10. Headings and Labels. Article, section, and subsection titles and captions contained in this Amendment Number 2 are inserted as a matter of convenience and for reference and in no way, define, limit, extend, or describe the scope of this Amendment Number 2 or the intent of any of its provisions.



**IN WITNESS WHEREOF**, the parties hereto have caused this Contract Amendment Number 2 to be executed by their duly authorized representatives as of the Effective Date.

THE CITY OF LOS ANGELES  
A Municipal Corporation

CGI Technologies and Solutions Inc.

By: \_\_\_\_\_  
TED ROSS  
General Manager  
Information Technology Agency

By: \_\_\_\_\_  
PANKAJ JOSHI  
Vice President

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

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

**APPROVED AS TO FORM:**  
Michael N. Feuer, City Attorney

By: \_\_\_\_\_  
Steven H. Hong  
Deputy City Attorney III

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

Agreement Number: C-124658

# Exhibit A-C1: Supplement to Statement of Work (VSS Expansion for Construction)

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# 1. Background

## 1.1 Procurement Reform

With a vast network of 42 departments and ~50,000 employees, the City of Los Angeles (City) conducts business with contractors throughout the city to spend an estimated one billion dollars annually on products and services. The General Services Department (GSD) currently acts as the purchasing agent for City Council controlled departments in the procurement of commodities. These awards are typically made to the lowest, responsive and most accountable bidder within the specifications defined by the City. Unlike commodities, the procurement of professional services and construction contracts are decentralized at the City and require significant time and effort from all participants in the procurement life-cycle. The competitive bid process for services and construction are initiated through Request for Proposals (RFP) and Request for Bids (RFB), respectively, which are more complex in nature and vary considerably from one procurement to the next. Primary factors in determining these awards include total cost, expertise, experience, and compliance with administrative requirements.

In an effort to streamline operations and improve efficiency in all aspects of the procurement life-cycle, the City is currently undertaking a Procurement Reform initiative spearheaded by the Office of the Mayor and in partnership with the Information Technology Agency (ITA). Following the recent extension of the City's Financial Management System (FMS) to incorporate commodity procurement and a vendor self-service portal, the next phase of the Procurement Reform embarks on the automation of the end-to-end process for construction procurement from solicitation to payment. The City has envisioned the integration of various technology solutions, including FMS, to streamline the procurement and contracting process for construction procurement and lay the groundwork for professional services procurement in a later phase.

## 1.2 Current System Landscape

In 2011, the City of Los Angeles partnered with CGI Group Inc. (CGI) to implement the Financial Management System (FMS) as the centralized financial system for all Council-controlled departments. FMS maintains the following CGI Advantage components:

- **General Accounting** for financial reporting and budgetary controls
- **Accounts Payable (AP)** for setup and payment of City vendors
- **Accounts Receivable (AR)** for billing and collection of payments from City customers
- **Cost Accounting (CA)** to track project / grant expenditures
- **infoAdvantage (IA)** for financial reporting

In 2014, the City engaged CGI as part of an FMS 2.0 project to replace the aging and unsupported Supply Management System (SMS) for all commodity procurement and inventory management functions. The following CGI Advantage components were added to FMS 2.0 as an integrated financial and procurement system:

- **Procurement (Commodity)** for end-to-end purchasing of commodities
- **Inventory** to track and manage City inventory
- **Service Contracts** for management of professional service contracts
- **Vendor Self Service (VSS)** for vendor management of information, invoices, payments and solicitations



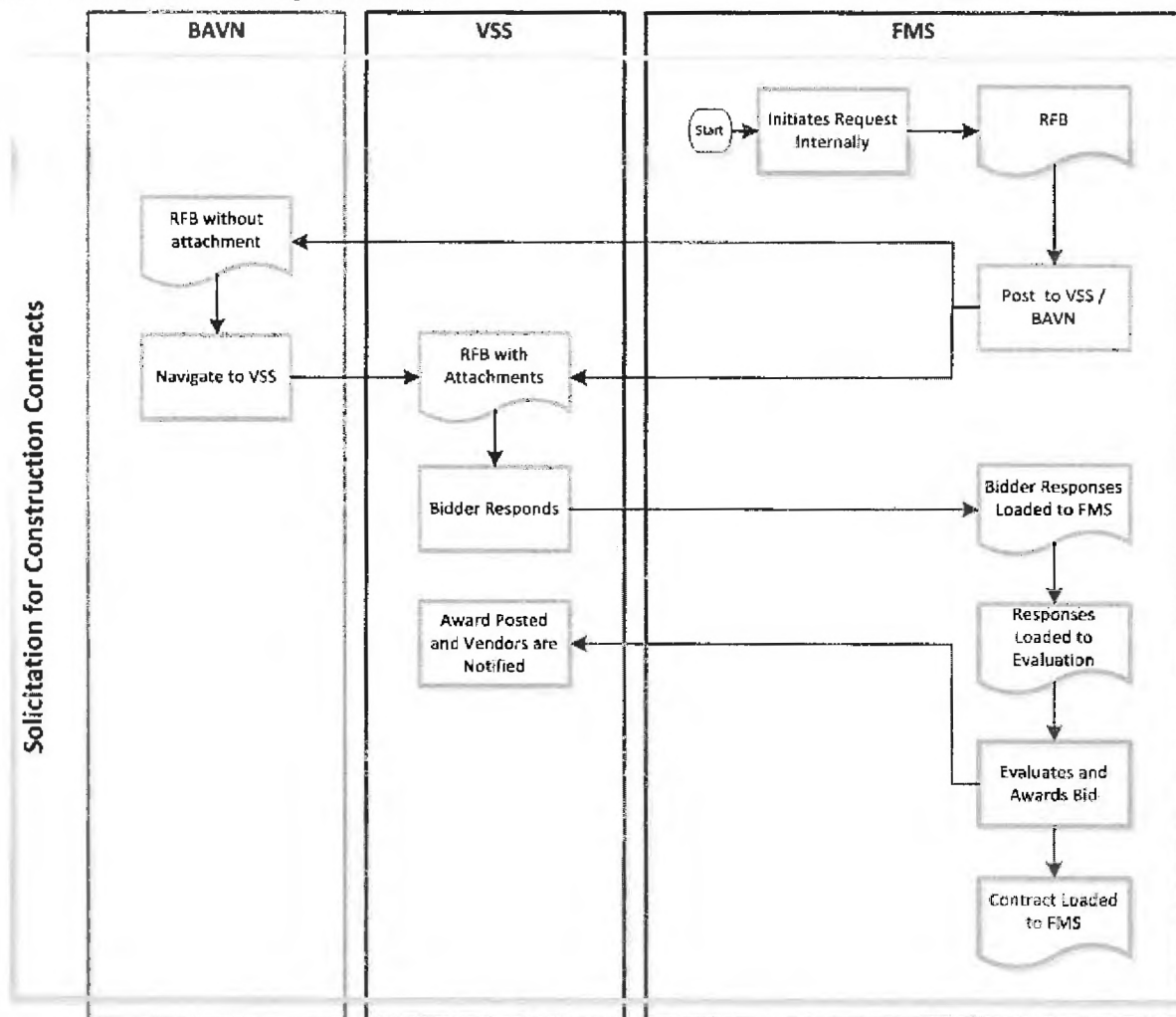
### 1.2.1 Commodity Procurement

With the completion of the FMS 2.0 project in July 2017, the business processes associated with the purchase of commodities was migrated to FMS as part of the Procurement module and Vendor Self Service (VSS) portal. Requesting departments now initiate the procurement process in FMS by submitting a requisition document or directly entering a solicitation document. A solicitation document in FMS defines the commodity and additional purchasing requirements to facilitate the bidding process. Completed solicitations are loaded to both BAVN and VSS, where solicitations on BAVN link potential bidders to the corresponding post on VSS to respond.

When a solicitation is closed, bidder responses on VSS are loaded to FMS and assembled into an evaluation document. Following a review, the winning bid is selected on the evaluation document and an award is initiated in FMS. Following City activities outside of FMS, the contract is defined with the City and the award is finalized in FMS.

The following diagram depicts the current high-level activities for the solicitation of commodities at the City, leveraging both FMS and VSS.

**Exhibit 1.2.1 – Current Process Flow for Commodities**



### 1.2.2 Construction Procurement

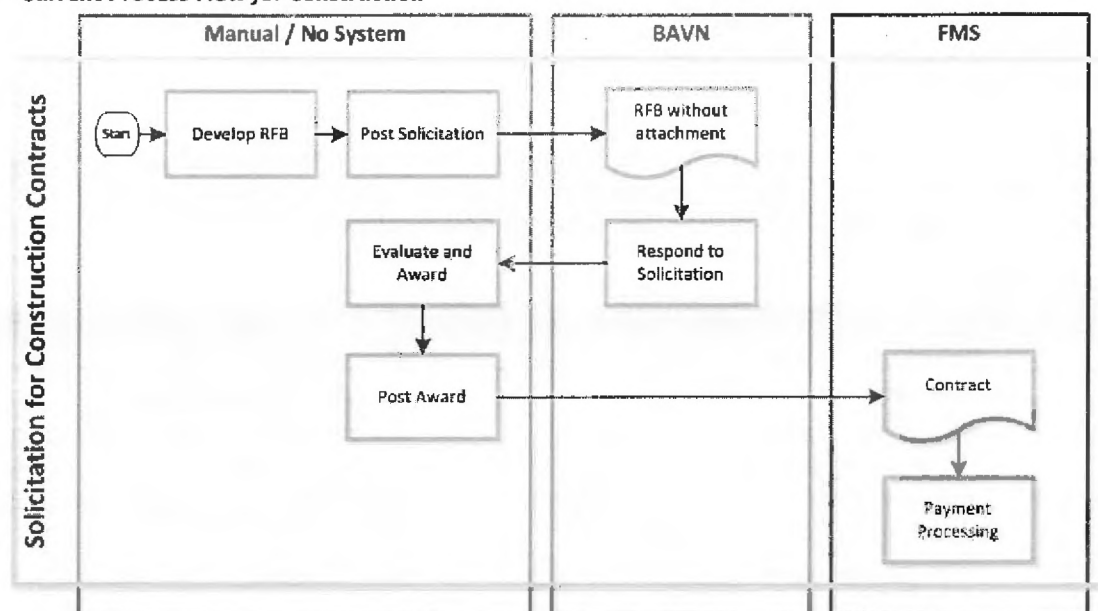
The procurement of construction projects is currently decentralized at the City and largely a manual and time consuming process for City staff. Limited to a number of City departments and entities (e.g. Public Works, Housing, Recreation and Parks, etc.), construction contract opportunities include building construction, sewer work, road repair, street lighting, and more.

At a high level, when an initiating entity or funding authority identifies a construction project, the City kicks off the solicitation process and the scope of work is defined with the Board of Equalization (BOE). Concurrent to a series of funding and oversight activities, the participating entities begin preparing project design documents outlining project requirements and specifications. As part of a competitive bid process, the City develops a Request for Bid (RFB), a culmination of bid documents referred to as the bid package. The bid package is prepared manually over several weeks and the final RFB is released to potential bidders via posts to the Business Assistance Virtual Network (LA BAVN) and/or mailings, newspapers, etc. The process to initiate the procurement and the creation of an RFB is time and work intensive and primarily takes place outside of any system.

Following a series of activities, from conducting a Pre-Bid Meeting to providing clarifications on project specifications, bidder submittals are reviewed and awarded outside of a system. Once an Award Board Report is completed and approved, the Board of Public Works (BPW) Board holds a hearing to award the project and notifications of award are distributed accordingly. The Bid Proposal is signed and a certified contract is established in FMS for future payment processing. Upon the inspection of progress, partial payments are released by the BPW and a payment is processed in FMS.

The following diagram depicts the existing high-level activities for solicitation of construction projects at the City, processed primarily outside of FMS.

**Exhibit 1.2.2 – Current Process Flow for Construction**



## 2. Solution Proposal

### 2.1 City Project Vision

As part of the initial phase of the citywide Procurement Reform initiative, the City project team has envisioned an integrated procurement solution for the solicitation of construction projects while laying the groundwork for future solicitation of professional services. Solicitations of construction are currently limited to a number of City Council controlled departments and have similarities to commodities, paving the way for the more complex and demanding nature of professional service solicitations.

The integrated procurement solution designed by the City project team incorporates the following products to create an end-to-end solution by automating processes throughout the procurement lifecycle.

**Exhibit 2.1 – Product Integrations**

Vendor	Product
Flatirons Solutions, Inc.	xCelerated Composition Platform (xCP) Contract Lifecycle Management (CLM) Clause Library Services (CLS)
CGI Group Inc.	Financial Management System (FMS) Vendor Self Service (VSS)
Adobe	Adobe Experience Manager (AEM)
City of LA – Information Technology Agency (ITA)	Business Assistance Virtual Network (BAVN)

### 2.2 Discovery Sessions

Several discovery sessions were conducted leading up to this solution proposal to document the City's existing business processes and further define requirements related to the City's project vision. The solution proposed in the subsequent sections encapsulates the business objectives and requirements identified throughout the sessions listed below.

**Exhibit 2.2 – Discovery Sessions**

Date	Meeting	Participants	Description
August 1, 2017	Procurement Systems Overview	City of LA, CGI	City overview of project vision for procurement automation of construction
August 24, 2017	Procurement Systems Overview (Continued)	City of LA, CGI	City overview of project vision for procurement automation of construction
October 17-19, 2017	Procurement Reform Kickoff Workshops	Flatirons Solutions, City of LA, CGI	Project kickoff and requirements workshop
November 15, 2017	Integration Discussion	Flatirons Solutions, City of LA, CGI	Solutioning of CLM and FMS integration
December 14, 2017	Integration Discussion Follow up	Flatirons Solutions, City of LA, CGI	Solutioning of CLM and FMS integration
December 19, 2017	Technical Integration with AEM	City of LA, CGI	Deeper dive of AEM and VSS integration

December 19, 2017	Project Checkpoint	City of LA, CGI	City / CGI checkpoint on project goals
December 20, 2017	Technical Integration with CLM	Flatirons Solutions, City of LA, CGI	Deeper dive of CLM and FMS integration

## 2.3 Future Integrated Solution

The integrated procurement solution envisioned by the City's project team will digitize and automate the end-to-end procurement process for construction projects, enabling additional procurement solutions and expanding FMS and VSS functionality. The current project vision leverages Flatirons Solutions' Contract Lifecycle Management (CLM) solution to build solicitations, or bid packages, via document templates and manage contracts throughout their useful life.

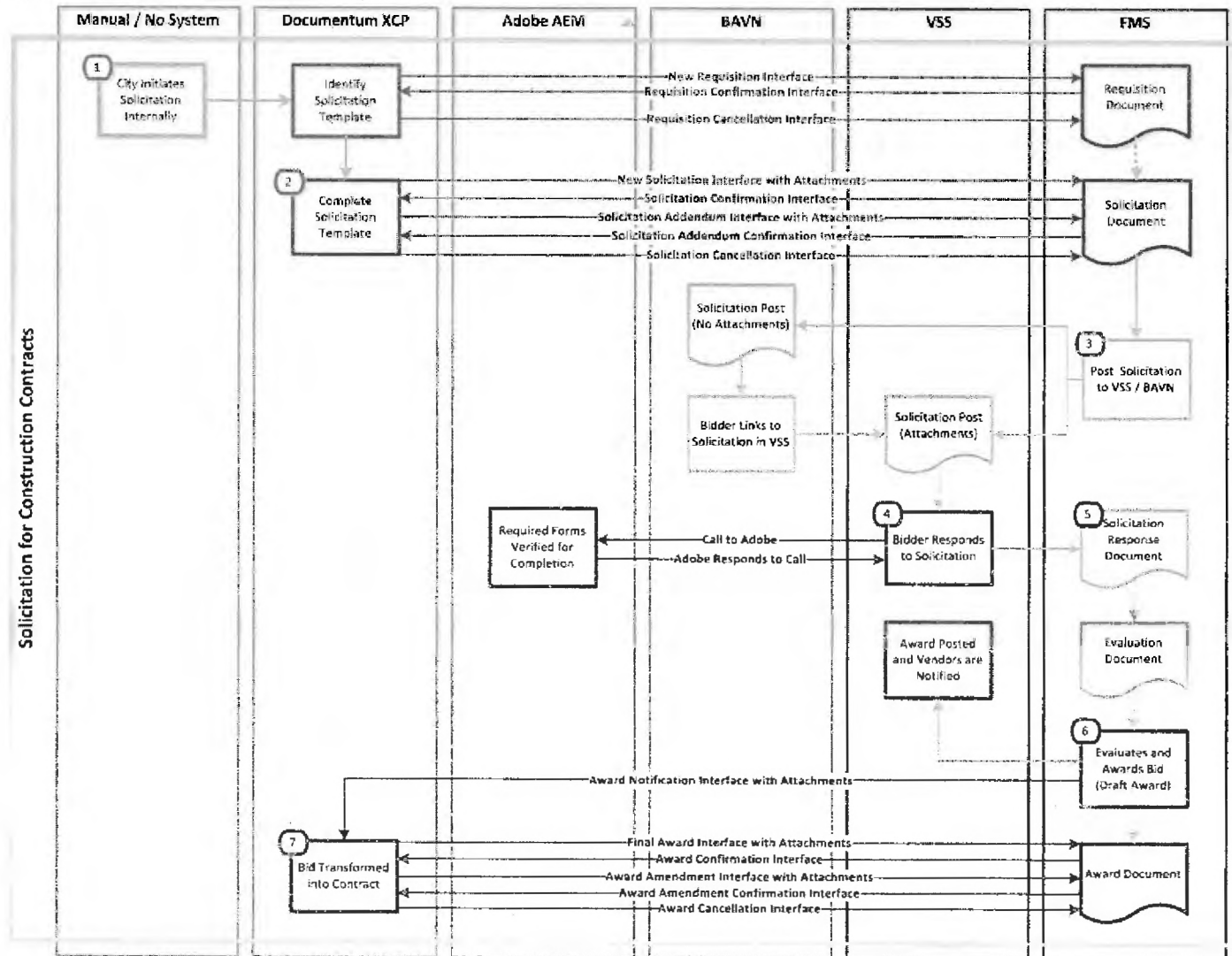
When a solicitation is initiated in CLM, a notification will be sent to FMS to indicate the start of a solicitation. Once the solicitation is complete in CLM, the package will be sent to FMS to automatically generate a parallel solicitation document that is posted to both VSS and BAVN. Opportunities posted to BAVN will relay bidders to the corresponding post in VSS where bidders respond within a guided solicitation response section.

When a bidder responds to a solicitation, a predefined set of completed forms on Adobe AEM will be required in order to successfully submit a response on VSS. Bidders will be prompted to complete forms in AEM which can be used across multiple solicitations. Upon the submit action on the solicitation response, VSS will check AEM to verify the completion of forms and warn bidders if any are incomplete. Once a response is successfully submitted, all responses are loaded to FMS as solicitation response documents and subsequently assembled in an Evaluation document.

When selecting the winning bid, the City will create a draft award document in FMS that will be communicated back to CLM for further contract processing. Once the contract is finalized and approved by the City, the award document will be finalized in FMS.

The following diagram and steps depict the high-level activities envisioned for the solicitation of construction projects at the City, from requisition to contract finalization and highlight the various points of integration between participating systems.

**Exhibit 2.3 – Envisioned Process Flow for Construction**



### 1. Requisition

- Notifies the start of a solicitation in CLM to FMS in the form of a requisition
- Confirms the receipt of a requisition in FMS to CLM
- Notifies cancellations of a solicitation in CLM to FMS, including a close and a referral to GSD

### 2. Solicitation Creation

- Transmits a completed solicitation in CLM to FMS with any corresponding attachments
- Confirms the receipt of a solicitation in FMS to CLM
- Transmits an addendum to a solicitation in CLM to FMS with any corresponding attachments
- Notifies cancellations of a solicitation in CLM to FMS



### 3. Solicitation Post

- Posts active solicitations in FMS to both BAVN and VSS
- Posts addendums to solicitations in FMS to both BAVN and VSS

### 4. Solicitation Response

- Facilitates the response to an active solicitation in VSS
- Verifies with AEM the completion of required forms

### 5. Response Evaluation

- Loads completed responses on VSS to FMS
- Assembles all responses to an evaluation in FMS
- Facilitates the evaluation process in FMS

### 6. Award Notification

- Notifies the selection of an award in FMS to CLM

### 7. Award Finalization

- Notifies the completion and approval of an award in CLM to FMS with any corresponding attachments
- Confirms the receipt of an award in FMS to CLM
- Transmits an amendment to an award in CLM to FMS with any corresponding attachments
- Notifies cancellations of an award

The proposed integration procurement solution will require the Bureau of Engineering (BOE), Controller (CTR), as well as other City departments to change their business processes and policies and procedures to incorporate the new functionality derived from this project.

## 2.4 Project Roles and Responsibilities

The proposed integration procurement solution will require the Bureau of Engineering (BOE), General Services Department (GSD), Controller (CTR), as well as other City departments to change their business processes and policies and procedures to incorporate the new functionality derived from this project. This section defines the key stakeholders and their responsibilities over the course of the project. The City is responsible for further identifying and assigning participants from each City organization with a stake in the success of the overall project.

**Exhibit 2.4 – Key Roles and Responsibilities**

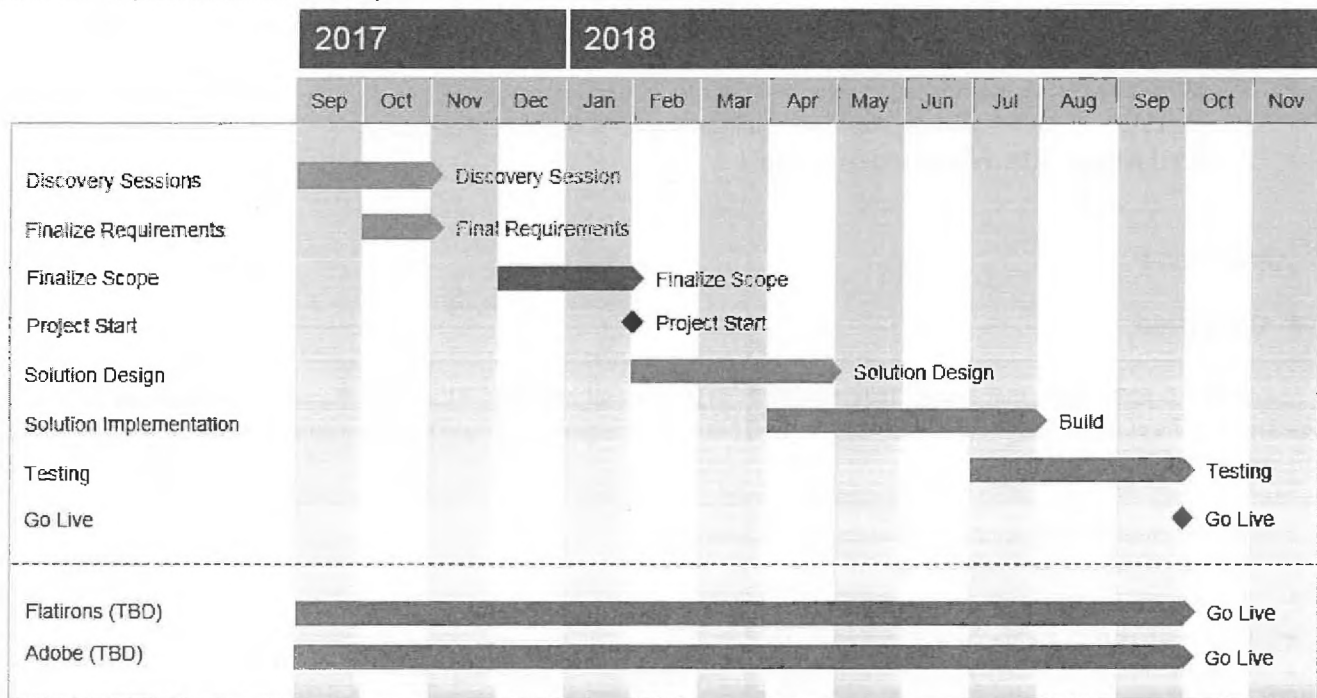
Entity	Overview	Responsibilities
City of LA (Project Team)	Responsible for design and implementation of proposed integrated procurement solution	<ul style="list-style-type: none"><li>• Develop project plans and manage project activities</li><li>• Provide testing scenarios and expected results</li><li>• Provide training to end users</li></ul>
City of LA (ITA)	Responsible for planning, designing, implementing, operating and coordinating the City's information technology systems and networks	<ul style="list-style-type: none"><li>• Actively participate and make key business decisions</li><li>• Define business requirements</li><li>• Own all policy and procedure updates</li></ul>
City of LA (ITA) – BAVN	Responsible for maintaining BAVN	<ul style="list-style-type: none"><li>• Actively participate and make key business decisions</li></ul>

		<ul style="list-style-type: none"> <li>• Define business requirements</li> <li>• Own all policy and procedure updates</li> </ul>
City of LA (BOE)	Lead agency responsible for planning, design and construction management	<ul style="list-style-type: none"> <li>• Actively participate and make key business decisions</li> <li>• Define business requirements</li> <li>• Own all policy and procedure updates</li> </ul>
City of LA (GSD)	Responsible for centralized support of purchasing and materials management	<ul style="list-style-type: none"> <li>• Actively participate and make key business decisions</li> <li>• Define business requirements</li> <li>• Own all policy and procedure updates</li> </ul>
City of LA (CTR)	Responsible for general supervision over financials and FMS	<ul style="list-style-type: none"> <li>• Actively participate and make key business decisions</li> <li>• Define business requirements</li> <li>• Own all policy and procedure updates</li> </ul>
Flatirons Solutions Inc.	Responsible for implementing the Contract Lifecycle Management to facilitate end-to-end contract creation and maintenance	<ul style="list-style-type: none"> <li>• Develop integration with FMS</li> </ul>
Adobe	Responsible for implementing the Adobe Experience Manager (AEM) to maintain bidder forms	<ul style="list-style-type: none"> <li>• Develop integration with VSS</li> </ul>
CGI	Responsible for expanding the Financial Management System (FMS) and Vendor Self Service (VSS) to facilitate end-to-end procurement	<ul style="list-style-type: none"> <li>• Develop integration with CLM</li> <li>• Develop integration with AEM</li> <li>• Configure application</li> </ul>

## 2.5 Implementation Roadmap

The implementation roadmap below outlines the different project stages based on the City's requirements and key assumptions in the following section.

**Exhibit 2.5 – Implementation Roadmap**



## 2.6 Key Assumptions

To enable a unified solution that integrates CLM, Adobe, BAVN, and FMS / VSS, the following assumptions are applicable within the project scope:

### 2.6.1 Project Plan Assumptions

- The target start date for the project is February 1, 2018
- The project will be a joint effort between the City, Flatirons Solutions Inc., Adobe, and CGI
- The City will provide a Project Manager responsible for coordinating project tasks and activities within the City and ensuring the completion of tasks in a timely manner
- The City will include participants from each of the City's organizations with a stake in the success of the overall engagement
- The City and CGI will develop go-live criteria and conduct readiness assessments
- Our approach to performing project tasks assumes that the Project Plan will be evaluated and updated as circumstances change throughout the project

### 2.6.2 General Project Assumptions

- Any application components (i.e. additional system integrations or system modifications) not discussed within this document will not be modified as part of the proposed project scope
- Adobe will support the system integration requirements referenced throughout this solution document
- CLM will support the system integration requirements referenced throughout this solution document
- System integrations and modifications referenced throughout this document will be further defined in a separate design deliverable
- Existing construction contracts will not be converted in FMS

- The City will be responsible for updates to policies and procedures
- The City will be responsible for identify any Security and Workflow requirements related to the new construction contract related documents and reference tables in FMS
- The City will be responsible for the development of new infoAdvantage reports
- Intended users of the integrated solution are familiar with FMS and VSS functionality
- Scope of training will be defined at a later time

## **2.8 Open Items**

### **2.8.1 Open Items**

The following lists open items that are not fully solutioned in the current proposed. The City will analyze and track open items and define the specific business requirements related to each item. New requirements will be assessed to determine if they are outside of the current scope:

- Account setup and integration between VSS and Adobe
- Defining various funding distribution in FMS
- Tracking of solicitation protests in FMS
- Use of sub-contractor for construction awards
- Treatment of various award types (i.e. full award, partial award, partial close, etc.)
- Notification of post-award forms to awarded bidder (FMS will not track completion of these forms)

### **2.8.1 Open Items out of Scope**

The following lists open items that fall outside of the current project scope and will not be addressed:

- City Clerk link process on Master Agreements
- The process to re-solicit at the point of award outside of FMS
- Single Sign-On between systems
- Processing of change notices in FMS and CLM will be addressed in a separate project iteration

## **3. Solution Design**

The following sections define the various business processes of the recommended solution and identify specific requirements within each process. Requirements specify participating systems and any relevant technical specifications and assumptions.

### **3.1 Requisition**

#### **3.1.1 Initiate Requisition**

A solicitation is initiated in CLM and a requisition interface is transmitted from CLM to FMS, marking the start of a solicitation process. A requisition document is submitted to FMS and a requisition confirmation is transmitted from FMS to CLM with any relevant information for tracking purposes.

Req. #	Requirement	System(s)	System Requirement(s)	Assumption(s)
1.1	New Requisition Interface	CLM	<ul style="list-style-type: none"> <li>➤ Upon initiation of a solicitation, CLM will transmit a requisition file via a regularly scheduled interface file</li> <li>➤ CLM will include values required to complete a FMS Requisition document, per interface design specifications</li> <li>➤ CLM will identify and include a unique identifier for their solicitation folder</li> </ul>	<ul style="list-style-type: none"> <li>➤ CLM's unique identifier will be consistent throughout the life of a solicitation</li> <li>➤ A Requester ID identified in the interface file will be a real LDAP user in FMS</li> <li>➤ No attachments will be transmitted at this step</li> </ul>
		FMS	<ul style="list-style-type: none"> <li>➤ FMS will receive the requisition file and create and submit requisition documents</li> <li>➤ A new field will be added to the Procurement Folder and Requisition document to track CLM's unique identifier for the solicitation</li> </ul>	<ul style="list-style-type: none"> <li>➤ Requisition will be a non-accounting document and not identify the funding distribution at this time</li> <li>➤ A Buyer ID will be defined in the requisition and carried throughout the solicitation process</li> </ul>
1.2	Requisition Confirmation Interface	FMS	<ul style="list-style-type: none"> <li>➤ Upon submission of the requisition document, FMS will transmit a confirmation file</li> <li>➤ FMS will include the Procurement Folder ID, Requisition Document information, etc. and identify solicitations by the unique identifier provided by CLM</li> </ul>	<ul style="list-style-type: none"> <li>➤ CLM will track FMS information throughout the life of a solicitation</li> </ul>
		CLM	<ul style="list-style-type: none"> <li>➤ CLM will receive the confirmation file and store all relevant FMS values</li> </ul>	

### 3.1.2 Cancel Requisition

If a solicitation is cancelled prior to the transmission of a completed solicitation, a requisition cancellation interface is transmitted from CLM to FMS. This cancellation will identify if a solicitation was closed by the requesting entity or was referred to GSD. A cancellation version of the original requisition document will be submitted; new cancellation type fields will be delivered on the requisition document.

Req. #	Requirement	System(s)	System Requirement(s)	Assumption(s)
1.3	Requisition Cancellation Interface	CLM	<ul style="list-style-type: none"> <li>➤ If the work can be completed by GSD or a solicitation is cancelled, the requisition will be closed in CLM with a cancellation type and reason</li> <li>➤ CLM will transmit a requisition cancellation file via a regularly</li> </ul>	<ul style="list-style-type: none"> <li>➤ A requisition will be cancelled only if a solicitation (next process) has not been processed in FMS</li> <li>➤ CLM will store cancellation types (e.g. Referred to GSD, Cancellation) and provide a cancellation reason description field</li> </ul>

			<ul style="list-style-type: none"> <li>➤ scheduled interface file</li> <li>➤ CLM will include the values necessary to reference the original requisition</li> </ul>	<ul style="list-style-type: none"> <li>➤ Modifications will not be made to a requisition</li> </ul>
		FMS	<ul style="list-style-type: none"> <li>➤ FMS will receive the requisition cancellation file and create and submit a cancellation version of Requisition documents</li> <li>➤ New Cancellation fields will be added to the Requisition document to track various cancellation types</li> </ul>	<ul style="list-style-type: none"> <li>➤ Cancellation types stored in CLM will be configured in FMS</li> <li>➤ No confirmation will be transmitted back to CLM</li> </ul>

## 3.2 Bid Creation

### 3.2.1 Complete Solicitation

A solicitation bid package is completed in CLM and a solicitation interface with attachments is transmitted from CLM to FMS. FMS will load all solicitations and attach corresponding attachment files before processing the form assembly and submitting the solicitation. A solicitation confirmation is transmitted from FMS to CLM with any relevant information for tracking purposes.

Req. #	Requirement	System(s)	System Requirement(s)	Assumption(s)
2.1	Bid Completion	CLM	<ul style="list-style-type: none"> <li>➤ CLM will facilitate the completion of the bid package</li> <li>➤ Upon completion of the bid package, CLM will transmit a solicitation interface via a regularly scheduled interface file</li> </ul>	<ul style="list-style-type: none"> <li>➤ City will only leverage CLM in the completion of the bid package</li> </ul>
2.2	New Solicitation Interface with Attachments	CLM	<ul style="list-style-type: none"> <li>➤ CLM will include values required to complete a FMS solicitation document, per interface design specifications</li> <li>➤ CLM will include the values necessary to reference the original requisition</li> <li>➤ Bid package attachments will be zipped per solicitation and transmitted to FMS separately</li> </ul>	<ul style="list-style-type: none"> <li>➤ Zip files will be formatted per FMS requirements and limited to 20MB</li> <li>➤ The transmission of attachments will be further defined, per interface design specifications</li> </ul>
		FMS	<ul style="list-style-type: none"> <li>➤ A baseline fix to FMS will be deployed to have a System Maintenance Utility (SMU) process map attachments correctly (existing baseline issue)</li> <li>➤ FMS will receive the solicitation file and create and submit solicitation documents</li> <li>➤ The solicitation will include</li> </ul>	<ul style="list-style-type: none"> <li>➤ Construction specific reference tables and documents will be configured in FMS</li> </ul>

			requisition reference information to tie the solicitation to the requisition ➤ Attachments will be mapped and loaded to the corresponding solicitations via a SMU process	
2.3	Adobe Forms List	CLM	➤ CLM will identify and include a list of required Adobe forms	➤ CLM will provide up-to-date Form IDs and names of Adobe forms ➤ Any changes to Form IDs will be transmitted to FMS as addendums for any active solicitations
		FMS	➤ A new backend table will be added to FMS to store the list of required Adobe forms ➤ FMS will receive the list of required Adobe forms in the solicitation interface and load as records to the new backend table	➤ All Adobe forms identified by CLM will be a hard requirement (i.e. no conditional or optional forms) ➤ No front-end table will be provided for non-construction solicitations to enter required Adobe forms ➤ Only VSS will verify the completion of forms in Adobe ➤ No ETL updates of new backend table
2.4	Bid Specifications	CLM	➤ CLM will facilitate the Bid Specifications process for the City via an excel template ➤ Excel template will include a drop down list of construction project categories and also provide a short and long description fields with a character limit ➤ CLM will parse the Bid Specifications excel file and include them in the solicitation interface	➤ CLM will store and provide a predefined set up construction project categories (i.e. FMS Commodity Codes) ➤ City will maintain construction project categories (i.e. Commodity Codes) and ensure consistency between CLM and FMS ➤ City will determine procedure to add/delete new commodity codes
		FMS	➤ FMS will receive the parsed Bid Specifications in the solicitation interface and load to the solicitation document	➤ Any lines with a Commodity Code that is non-valid, deactivated, marked for deactivated, or held in FMS will cause the solicitation to fail submission
2.5	Solicitation documents is submitted to Final in FMS	FMS	➤ FMS will apply Document Assembly to the solicitation to assemble to generate a standard form ➤ A new form will be developed to facilitate the Document Assembly for construction contracts	➤ The standard form will include minimal information and navigate bidders to the bid package attachment from CLM
2.6	A solicitation confirmation is transmitted from FMS to CLM	FMS	➤ Upon submission of the solicitation document, FMS will transmit a confirmation flat file including Procurement Folder ID, Requisition Document ID, etc.	➤ All Bid Specification lines will be transmitted back in the same initial order ➤ Bid Specification lines will be marked with a Commodity Line



			➤ FMS will identify each solicitation by the unique identifier provided by CLM in the initial requisition	Identifier and stored in CLM for future changes
		CLM	➤ CLM will receive the solicitation confirmation file and store all relevant FMS values	➤ CLM will track FMS information throughout the life of a solicitation

### 3.2.2 Modify Solicitation

If a solicitation is modified prior to the posting or closing of a solicitation in CLM, an addendum solicitation interface with attachments is transmitted from CLM to FMS. FMS will modify the original solicitation and attach corresponding attachment files before processing the form assembly and submitting the solicitation modification. A solicitation addendum confirmation is transmitted from FMS to CLM with any relevant information for tracking purposes.

Req. #	Requirement	System(s)	System Requirement(s)	Assumption(s)
2.7	A solicitation addendum interface is transmitted from CLM to FMS with attachments	CLM	<ul style="list-style-type: none"> <li>➤ Upon submitting changes to a solicitation in CLM, CLM will transmit a solicitation addendum file via a regularly scheduled interface file</li> <li>➤ CLM will include values required to complete a solicitation modification, per interface design specifications</li> </ul>	<ul style="list-style-type: none"> <li>➤ Any changes to a Bid Specification file of a solicitation in CLM will be transmitted to FMS as addendums for any open solicitations</li> </ul>
		FMS	<ul style="list-style-type: none"> <li>➤ FMS will receive the solicitation addendum file and create and submit a modification version of solicitation documents</li> <li>➤ Addendums will be loaded to VSS / BAVN</li> </ul>	<ul style="list-style-type: none"> <li>➤ Only active solicitations can be modified</li> <li>➤ Bid Specification lines with a Commodity Line Identifier will be marked as an updated line; if no Commodity Line Identifier, it will be added as a new line; if a line in FMS is missing from the addendum, the line will be marked as a deactivated line</li> <li>➤ No confirmation will be transmitted back to CLM</li> </ul>
2.8	Solicitation documents is submitted to Final in FMS	FMS	<ul style="list-style-type: none"> <li>➤ FMS will apply Document Assembly to the solicitation to assemble to generate a standard form</li> <li>➤ A new form will be developed to facilitate the Document Assembly for construction contracts</li> </ul>	<ul style="list-style-type: none"> <li>➤ The standard form will include minimal information and navigate bidders to the bid package attachment from CLM</li> </ul>
2.9	A solicitation addendum confirmation is transmitted from FMS to CLM	FMS	<ul style="list-style-type: none"> <li>➤ Upon submission of the solicitation document, FMS will transmit a confirmation flat file including Procurement Folder ID, Requisition Document ID, etc.</li> </ul>	<ul style="list-style-type: none"> <li>➤ All Bid Specification lines will be transmitted back in the same initial order</li> <li>➤ Bid Specification lines will be marked with a Commodity Line</li> </ul>



			➤ FMS will identify each solicitation by the unique identifier provided by CLM in the initial requisition	Identifier and stored in CLM for future changes
		CLM	➤ CLM will receive the solicitation confirmation file and store all relevant FMS values	➤ CLM will track FMS information throughout the life of a solicitation

### 3.2.3 Cancel Solicitation

If a solicitation is cancelled following the transmission of a completed solicitation, a solicitation cancellation interface is transmitted from CLM to FMS. A cancellation version of the original solicitation document will be submitted.

Req. #	Requirement	System(s)	System Requirement(s)	Assumption(s)
2.10	A solicitation cancellation interface is transmitted from CLM to FMS	CLM	➤ Upon a cancellation of an active solicitation, CLM will transmit a solicitation cancellation file via a regularly scheduled interface file	➤ Preceding requisitions will not be closed ➤ Only active solicitations can be cancelled
		FMS	➤ FMS will receive the requisition cancellation file and create and submit a cancellation version of solicitation documents ➤ Cancellations will be loaded to VSS / BAVN	➤ No confirmation will be transmitted back to CLM

## 3.3 Solicitation Post

### 3.1.1 Post Solicitation BAVN / VSS

An active solicitation in FMS will be posted to both BAVN and VSS. BAVN will have a summary post that will link bidders to the corresponding post on VSS.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
3.1	Solicitations are posted from FMS to BAVN / VSS	VSS / FMS	<ul style="list-style-type: none"> <li>➤ The sync to VSS will be updated to include the list of required Adobe forms stored in the new FMS backend table</li> <li>➤ VSS will post the solicitation and all corresponding attachments</li> <li>➤ BAVN will post a summary of the solicitation and a link to the corresponding post in VSS</li> </ul>	➤ A BAVN user and posting department will be defined in the solicitation; an update to the web service call will be made to reflect the proper user and department

### 3.4 Solicitation Response

#### 3.4.1 Complete Solicitation Response

Bidders will be prompted through a guided solicitation response on active bids, leveraging existing functionality for commodities.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
4.1	A solicitation response is completed in VSS	VSS	<ul style="list-style-type: none"> <li>➤ VSS will leverage existing functionality to submit a solicitation response</li> </ul>	<ul style="list-style-type: none"> <li>➤ Public access to a solicitation does not require an account in VSS</li> <li>➤ Bidders will require an account in VSS to submit a response</li> </ul>

#### 3.4.2 Check Form Completion in Adobe

Upon the submit action, VSS will check Adobe to verify that all required forms have been completed by the bidder. If the bidder has any incomplete forms, VSS will issue an error identifying missing forms. Once all forms are completed, the bidder is able to successfully submit the solicitation response.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
4.2	A solicitation response checks Adobe for the completion of forms	VSS	<ul style="list-style-type: none"> <li>➤ VSS will display the list of required forms in a new tab and a link to Adobe in the solicitation response</li> <li>➤ Upon submit, VSS will process a web service call to the Adobe System</li> <li>➤ If any forms are missing, VSS will issue an error message identifying the missing/incomplete forms</li> </ul>	<ul style="list-style-type: none"> <li>➤ Adobe Form ID and FMS Vendor Codes are sufficient to uniquely identify a form for a vendor</li> <li>➤ Non-construction solicitations will not have a check to Adobe</li> <li>➤ VSS/FMS will not store completed bidder forms</li> <li>➤ City to define the process for a bidder to apply for an Adobe user ID</li> </ul>
		Adobe	<ul style="list-style-type: none"> <li>➤ Adobe will accept the call from FMS and check whether the vendor has completed all forms</li> <li>➤ Adobe will respond with the name of missing / incomplete forms</li> </ul>	<ul style="list-style-type: none"> <li>➤ Adobe will accept a SOAP web service call to facilitate the interaction</li> <li>➤ Adobe will leverage the FMS / VSS Vendor Codes</li> <li>➤ Adobe will be able to link between VSS and Adobe users</li> <li>➤ Adobe will provide high availability as VSS is up 24/7</li> </ul>

#### 3.4.3 Load Responses to FMS

All completed responses on VSS are loaded to FMS as individual solicitation response documents with any supporting attachments submitted by the bidder.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
4.3	Solicitation responses are loaded from VSS to FMS	VSS	<ul style="list-style-type: none"> <li>➤ VSS will leverage existing functionality to submit a solicitation response</li> </ul>	<ul style="list-style-type: none"> <li>➤ Public access to a solicitation does not require an account in VSS</li> <li>➤ Bidders will require an account in VSS to submit a response</li> </ul>

## 3.5 Solicitation Response Evaluation

### 3.5.1 Stage Responses for Evaluation

Once a solicitation is closed, all submitted solicitation responses are loaded to an evaluation document.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
5.1	Solicitation responses are loaded to an Evaluation document	FMS	<ul style="list-style-type: none"> <li>➤ FMS will leverage existing functionality to load solicitation responses to an Evaluation document</li> <li>➤ City will leverage existing functionality to evaluate responses in FMS</li> </ul>	<ul style="list-style-type: none"> <li>➤ Construction specific reference tables and documents will be configured in FMS</li> </ul>

### 3.5.2 Select Winning Bid

Solicitation responses are reviewed on the evaluation document and a winning bid is selected.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
5.2	A winning bidder is selected	FMS	<ul style="list-style-type: none"> <li>➤ Upon the selection of the winning bidder(s), a draft of an award document will be created</li> <li>➤ City users will manually enter any sub-contractor information from the winning bid(s)</li> <li>➤ The award document will be updated to include an action that identifies the winning bid is</li> </ul>	<ul style="list-style-type: none"> <li>➤ Construction specific reference tables and documents will be configured in FMS</li> <li>➤ Construction solicitations will always create a Master Agreement document and not a Purchase Order</li> <li>➤ Construction solicitations can award multiple bidders</li> <li>➤ Construction solicitations can award sub-contractors; sub-contractors must have an account in FMS</li> </ul>

### 3.6 Award Notification

#### 3.6.1 Notify Award

Once a winning bid is selected, a draft award document is created and an award notification interface with attachments is transmitted from FMS to CLM.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
6.1	A winning bid interface is transmitted from FMS to CLM with attachments	FMS	<ul style="list-style-type: none"> <li>➤ FMS will track newly created or modified awards ready for transmission based on the ready status</li> <li>➤ Upon the creation of a draft award and the new ready status, FMS will transmit a winning bid interface via a regularly scheduled interface</li> <li>➤ A batch process will write the interface to include various types of an award</li> <li>➤ Attachments of the winning bid will be transmitted in parallel</li> </ul>	<ul style="list-style-type: none"> <li>➤ Various types of an award (e.g. partial, full, no award, full re-solicit, etc.) will be further defined, per interface design specifications</li> <li>➤ The transmission of attachments will be further defined, per interface design specifications</li> </ul>
		CLM	<ul style="list-style-type: none"> <li>➤ CLM will receive the winning bid interface and store all relevant FMS values</li> </ul>	<ul style="list-style-type: none"> <li>➤ CLM will track multiple awarded bidders and sub-contractors for a solicitation</li> </ul>
6.2	Winning bid is posted	FMS / VSS	<ul style="list-style-type: none"> <li>➤ Post winning bid information to VSS</li> </ul>	<ul style="list-style-type: none"> <li>➤</li> </ul>

### 3.7 Award Agreement

#### 3.7.1 Complete Agreement

An award package is completed in CLM and a final award interface with attachments is transmitted from CLM to FMS. FMS will load all awards and attach corresponding attachment files before submitting the solicitation. An award confirmation is transmitted from FMS to CLM with any relevant information for tracking purposes.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
7.1	A contract is completed in CLM	CLM	<ul style="list-style-type: none"> <li>➤ CLM will facilitate the workflow and approval of the contract</li> </ul>	<ul style="list-style-type: none"> <li>➤ CLM will retrieve winning bidder's completed forms from Adobe</li> </ul>
7.2	A contract interface is transmitted from CLM to FMS with attachments	CLM	<ul style="list-style-type: none"> <li>➤ Upon completing the contract package and approvals, CLM will transmit a contract interface via a regularly scheduled interface</li> <li>➤ CLM will include values required to complete an award document</li> <li>➤ Contract package attachments</li> </ul>	<ul style="list-style-type: none"> <li>➤ If there are multiple bidders, CLM will send all completed contracts at the same time</li> <li>➤ Zip files will be formatted per FMS requirements and limited to 20MB</li> <li>➤ The transmission of attachments</li> </ul>

			will be zipped per solicitation and transmitted to FMS separately	will be further defined, per interface design specifications
		FMS	<ul style="list-style-type: none"> <li>➤ FMS will receive the contract file and discard the original award draft and create a new award document</li> <li>➤ The new award document will be created with the original draft's creation date to maintain the history of an award</li> <li>➤ Attachments will be mapped and loaded to the corresponding solicitations via a SMU process</li> <li>➤ FMS will submit the Evaluation document when all award documents for a solicitation are submitted to final</li> <li>➤ A new form will be developed for the award document</li> </ul>	<ul style="list-style-type: none"> <li>➤ All award documents must be finalized before finalizing an evaluation document</li> </ul>
7.3	A contract confirmation is transmitted from FMS to CLM	FMS	<ul style="list-style-type: none"> <li>➤ Upon successfully submitting the award document, FMS will transmit a confirmation file</li> </ul>	<ul style="list-style-type: none"> <li>➤</li> </ul>
		CLM	<ul style="list-style-type: none"> <li>➤ CLM will receive the contract confirmation file and store all relevant FMS values</li> </ul>	<ul style="list-style-type: none"> <li>➤ CLM will track FMS information throughout the life of a contract</li> </ul>

### 3.7.2 Modify Agreement

If an award is modified in CLM, an award amendment interface with attachments is transmitted from CLM to FMS. FMS will modify the original award with the appropriate modification type and attach corresponding attachment files before submitting the award modification. An award addendum confirmation is transmitted from FMS to CLM with any relevant information for tracking purposes.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
7.4	A contract amendment interface is transmitted from CLM to FMS with attachments	CLM	<ul style="list-style-type: none"> <li>➤ Upon submitting changes to a contract in CLM, CLM will transmit a contract amendment file via a regularly scheduled interface file</li> <li>➤ CLM will include values required to complete an award modification, per interface design specifications</li> </ul>	<ul style="list-style-type: none"> <li>➤ All changes to contracts will take place in CLM (i.e. modification, renewal, termination)</li> <li>➤ Cancellations will have a separate map from other modifications</li> <li>➤ Any changes to Commodity Lines will follow the same procedure for solicitation addendums (Req. 2.7)</li> </ul>
		FMS	<ul style="list-style-type: none"> <li>➤ FMS will receive the contract amendment and create and submit a modification version corresponding to the</li> </ul>	<ul style="list-style-type: none"> <li>➤ No confirmation will be transmitted back to CLM</li> </ul>

			amendment type (i.e. modification, renewal, termination, etc.)	
7.5	A contract amendment confirmation is transmitted from FMS to CLM	FMS	➤ Upon successfully submitting the award amendment document, FMS will transmit a confirmation file	➤
		CLM	➤ CLM will receive the contract confirmation file and store all relevant FMS values	➤ CLM will track FMS information throughout the life of a contract

### 3.7.3 Cancel Agreement

If an award is cancelled following the transmission of a completed award, an award cancellation interface is transmitted from CLM to FMS. A cancellation version of the original award document will be submitted.

Req. #	Process	System(s)	System Requirement(s)	Assumption(s)
7.6	A contract cancellation interface is transmitted from CLM to FMS	CLM	➤ Upon a cancellation of a contract, CLM will transmit a contract cancellation file via a regularly scheduled interface file	➤ Preceding requisitions will not be closed ➤ Only active solicitations can be cancelled
		FMS	➤ FMS will receive the contract cancellation file and create and submit a cancellation version of the contract documents	➤ No confirmation will be transmitted back to CLM

## 4. Solution Architecture

### 4.1 Application Configuration

#### 4.1.1 Configuration Tools

The following tools will be employed in the configuration of new business requirements:

- **User Advantage Configuration** – CGI Advantage software allows the configuration of the application to facilitate new processes and rules through reference data setup.

#### 4.1.2 Methodology

- The City will identify new business requirements and work with CGI to document software configuration decisions
- Reference tables setup required for new functionality will be configured in the application

#### 4.1.3 Configuration List



Req. #	Advantage Component	Description
1.1	Requisition Document (RQ) Clone	Clone of Requisition document to deliver a construction specific setup and workflow as necessary
2.2	Solicitation Document (RFB) Clone	Clone of a Solicitation document to facilitate construction specific setup and workflow as necessary
6.1	Award Document (MSA) Clone	Clone of an award document to facilitate construction specific setup and workflow as necessary

## 4.2 Interfaces

Interfaces send information to and receive information from external systems and classified as either inbound or outbound. Inbound interface files are those files that are received from external systems. These interfaces, which create documents in FMS, can be run at different frequencies, ranging from daily to annually. Outbound interfaces, which also run at various frequencies, are those designed to send information back to external systems.

### 4.2.1 Interface Tools

The following tools will be employed in the development and ongoing processing of the new interfaces:

- **Pervasive Data Integrator (PDI)** – PDI is a third party Extract-Transform-Load (ETL) tool and data conversion software package that is a central component in the interface approach. PDI will be used to translate interface or reference data between different data types, record layouts, and platforms. PDI is also used to rebuild entire interfaces using a language similar to MS Visual Basic to handle the interfaces' business logic. The PDI development environment includes a Map Designer to visually define source and target data layouts, and the mapping rules between them. It also includes a Process Designer to string multiple interface maps, external processes, logical decision points, or report steps together in an integrated interface job-stream.
- **FTP** – File Transfer Protocol (FTP) is a standard network protocol used to transfer files between hosts using a TCP based network, such as the internet. FMS will place files created for external systems within an FTP server that both systems have access to. Likewise, external systems will place files within the FTP server to be processed by FMS.
- **System Maintenance Utility** – SysManUtil is a Java class based on user provided input parameters. It can be used to upload, download, or update FMS documents and table data. The primary role for SysManUtil, as far as inbound interfaces are concerned, is to process XML-format document and table data into FMS, thus creating Advantage documents, or loading or updating records within FMS reference tables. For outbound or reference data, either SysManUtil or Oracle utilities may be used to extract data from the FMS database.

### 4.2.2 Methodology

- The interface design recommended for each particular interface will be documented in each Interface Detail Design document.
- External system owners are responsible for providing accurate data in the format requested by the interface team.
- System owners of external systems will participate in design and review sessions as necessary, and will be available to provide data to FMS in the format determined during these design sessions.
- **Attachments from CLM** - Attachments transmitted from CLM to FMS must be zipped and sent separately from the interface file with any necessary reference information. Attachment zip files must be located in the following structure:

<Document Identifier>/<Component>/<Line Number (Except if it's a header)>/<Attachment>

The following information is needed for each attachment.

Column Name	Caption	Required	Data Type	Size
FileName	File Name	Yes	VARCHAR2	255
ExportFileName	Export File Name	Yes	VARCHAR2	255
ZipFile	Zip File Name	Yes	VARCHAR2	255
Description	Description	No	VARCHAR2	255
Type	Type 1=Standard 2=Proprietary 3=Pricing 4=Document XML 5=Image(s) zipped 6=Image 7=Assembled Form 8=Document XML-Summary 9=Catalog Picture 11=ECM Attachment	Yes	Integer	
Path	Path to Attachment	Yes	VARCHAR2	N/A

#### 4.2.3 Interface List

The following lists the interfaces identified in the solution proposal

Req. #	Interface Name	Classification
1.1	New Requisition Interface	Inbound
1.2	Requisition Confirmation Interface	Outbound
1.3	Requisition Cancellation Interface	Inbound
2.2	New Solicitation Interface with Attachments	Inbound
2.6	Solicitation Confirmation Interface	Outbound
2.7	Solicitation Addendum Interface with Attachments	Inbound
2.9	Solicitation Addendum Confirmation Interface with Attachments	Outbound
2.10	Solicitation Cancellation Interface	Inbound
7.2	Final Award Interface with Attachments	Inbound
7.3	Award Confirmation Interface	Outbound
7.4	Award Amendment Confirmation Interface	Inbound
7.6	Award Cancellation Interface	Outbound



## 4.3 System Modifications

### 4.3.1 Development Tools

- **Advantage Design Studio (Versata)** - used to perform two main types of customizations: modifications to the CGI Advantage data model and modifications to the business rules in the CGI Advantage software.

### 4.3.2 Methodology

The software customizations can be categorized in four distinct modification types:

- **Global Attribute Changes** -- Global Attributes are defined in one place and used to propagate changes to inheriting attributes across the repository. These definitions are central to the repository. Any customizations to the definitions of Global Attributes are propagated throughout the repository. The CGI Advantage Global Attributes User Guide details this modification type (see Appendix C of this document).
- **User Software Modifications Configuration** -- The CGI Advantage 3.10 release introduces a configurable approach for removing, re-organizing, or renaming fields on any page/document. Depending on the requirements, cloning of documents or web pages can also be considered a User Software Modification Configuration option. If the elements to be changed are not registered as Global Attributes within the application (e.g. change in field length) such changes are applied using the ADS toolset (next modification type). The impact to the software upgrade process is low to medium depending on the types of changes. Changes affecting a large number of pages and data objects will have a more significant impact to the upgrade process than those that only affect a few pages.
- **Advantage Studio Modification** -- The Advantage Design Studio toolset can be used to make modifications that will alter or change business rules, as well as add new fields or new data objects. The underlying result is the creation or modification of Java code generated by the Advantage Design Studio toolset. These modifications require rebuilding the Java code and have a medium level of impact to the upgrade process of the CGI Advantage software.
- **Java Customization** - These types of modification will be implemented by making changes directly to the underlying Java code of the CGI Advantage software. These modifications are considered to be medium to high complexity and represent major modifications to the software code or Java objects used throughout CGI Advantage. Modifications to the Java code will affect the City's ability to upgrade to future releases of CGI Advantage. These types of customizations need to be documented properly using the procedures and methodology described in the CGI Advantage Developer Guide.

### 4.3.3 Modifications List

Req. #	Modification Component Name	Modification Description	Classification
1.3	Requisition Document -- New Cancellation Fields	Modification to add informational fields specific to the cancellation of a requisition	Advantage Studio Modification
2.3	Solicitation Document -- New Forms Table	Modification to create a Forms table that identifies required Adobe forms per solicitation	Advantage Studio Modification
4.2	Call to Adobe -- Web Service Call	Modification to solicitation response documents in VSS to issue web service calls to Adobe AEM and validate form completion to allow successful submission of the response	Java Customization
6.1	Award Document -- New Notification	Modification to select new construction	Java Customization

Job	specific awards to write a notification file to CLM	
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## 4.4 Infrastructure / Technical Environment

### 4.4.1 Managed Advantage Environment

- The City will be responsible for leveraging existing local Managed Advantage environments for the duration of the project; no new environment will be created for this project
- The City will be responsible for analyzing any performance impacts that may be incurred due to an increase in solicitation and responses processed in the Vendor Self Service (VSS) portal

## 5. Training

The detailed scope of training will be determined at a later time. A bucket of 100 hours has been set aside to account for any training programs planned for this project. These programs may include training material and training sessions for the project team and/or the operations support team to help educate the end user community.

## 6. Additional Software Modifications

As project work has picked up and the team has taken a deeper dive into the baseline software and changed some of the business requirements, four additional modifications have been added to the original scope. These enhancements will be phased into the project at a later mutually agreed upon date (post October).

Modification Component Name	Business Requirement	Enhancement Details
BAVN Links	<ul style="list-style-type: none"> <li>• FMS needs to send different text and links over to BAVN only for Construction Bids so that Vendors can click on hyperlinks to Bid Videos (YouTube), Bid Document, and Vendor Online Forms.</li> </ul>	<ul style="list-style-type: none"> <li>• Add a new setting to the Procurement Document Control table for text to send over to BAVN.</li> <li>• Add a new field to the Solicitation document in FMS/VSS to store attachment links.</li> <li>• Update existing BAVN Interface logic to send these new fields to BAVN.</li> </ul>
Solicitation Response Attachment Page Redesign	<ul style="list-style-type: none"> <li>• The requirement for Construction Bids is that Vendors should not have the ability to submit attachments with Bids in VSS as all attachments/forms will be handled in Adobe AEM.</li> </ul>	<ul style="list-style-type: none"> <li>• This enhancement will update text and hide the 'Attach Files' button on the Attach Your Files page only for Construction Bids. The functionality will also be configurable per Solicitation Document Code (RFB, CRFB,</li> </ul>

Extended Description on PRDOC	<ul style="list-style-type: none"> <li>Currently for Commodity Solicitations, GSD does not allow changes to the Extended Description field for Solicitation Addendums.</li> <li>For Construction Solicitations, the Descriptions on the Schedule of Work and Prices can change after posting to VSS through addendums.</li> </ul>	<ul style="list-style-type: none"> <li>RFP, etc.) in preparation for Service Solicitations.</li> <li>This enhancement will allow this functionality to be configurable per Solicitation Document Code (RFB, CRFB, RFP, etc.) and would be beneficial in preparation for Service Solicitations.</li> </ul>
Pre-Fixed Lines	<ul style="list-style-type: none"> <li>Currently, all FMS Commodity Lines are either Item or Service and require Vendors to either respond with a Unit Price or Contract Amount.</li> <li>The requirement for Construction is that allowance lines are pre-fixed dollar amounts that Vendors should not be able to respond to.</li> </ul>	<ul style="list-style-type: none"> <li>Add a checkbox to the Solicitation document to signify that the price is pre-fixed.</li> <li>Add logic in FMS/VSS Solicitation Responses to lock the price and not allow responses (automatic bid) for those lines with the checkbox checked.</li> <li>Change functionality of clicking 'No Bid' or 'No Bid for Lot' so that it doesn't apply to these lines with the checkbox.</li> </ul>

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## Exhibit L-C1 - Pricing Schedule

Deliverable #	Payment Deliverable	Due Date	Deliverable Amount
VSS-01	Advantage Configuration - Design	03/02/18	\$18,900.00
VSS-02	Advantage Configuration - Configuration & Test	04/06/18	\$28,350.00
VSS-03	Inbound Interface for Requisition from Documentum - Design	04/06/18	\$8,650.00
VSS-04	Inbound Interface for Requisition from Documentum - Development & Test	07/13/18	\$12,975.00
VSS-05	Outbound Interface for Requisition Confirmation to Documentum - Design	05/04/18	\$7,600.00
VSS-06	Outbound Interface for Requisition Confirmation to Documentum - Development & Test	07/13/18	\$11,400.00
VSS-07	Inbound Interface for Requisition Cancellation from Documentum - Design	04/06/18	\$6,075.00
VSS-08	Inbound Interface for Requisition Cancellation from Documentum - Development & Test	07/13/18	\$11,175.00
VSS-09	System Modification(s) for Requisition from Documentum - Design	05/04/18	\$8,850.00
VSS-10	System Modification(s) for Requisition from Documentum - Development & Test	08/03/18	\$13,275.00
VSS-11	Inbound Interface for Solicitation from Documentum - Design	04/06/18	\$38,850.00
VSS-12	Inbound Interface for Solicitation from Documentum - Development & Test	07/13/18	\$58,275.00
VSS-13	Outbound Interface for Solicitation Confirmation to Documentum - Design	05/04/18	\$15,850.00
VSS-14	Outbound Interface for Solicitation Confirmation to Documentum - Development & Test	07/13/18	\$23,775.00
VSS-15	Inbound Interface for Solicitation Addendum from Documentum - Design	04/06/18	\$22,100.00
VSS-16	Inbound Interface for Solicitation Addendum from Documentum - Development & Test	07/13/18	\$33,150.00
VSS-17	Outbound Interface for Solicitation Addendum Confirmation to Documentum - Design	05/04/18	\$15,850.00
VSS-18	Outbound Interface for Solicitation Addendum Confirmation to Documentum - Development & Test	07/13/18	\$23,775.00
VSS-19	Inbound Interface for Solicitation Cancellation from Documentum - Design	04/06/18	\$7,700.00
VSS-20	Inbound Interface for Solicitation Cancellation from Documentum - Development & Test	07/13/18	\$11,550.00
VSS-21	System Modification(s) for Solicitation - Design	05/04/18	\$15,200.00
VSS-22	System Modification(s) for Solicitation - Development & Test	08/03/18	\$22,800.00
VSS-23	System Modification(s) for Form Check to Adobe - Design	05/04/18	\$28,550.00
VSS-24	System Modification(s) for Form Check to Adobe - Development & Test	08/03/18	\$42,825.00
VSS-25	System Modification(s) for Award Notification (Outbound Interface) to Documentum - Design	05/04/18	\$35,900.00
VSS-26	System Modification(s) for Award Notification (Outbound Interface) to Documentum - Development & Test	08/03/18	\$53,850.00
VSS-27	Inbound Interface for Contract from Documentum - Design	04/06/18	\$32,900.00
VSS-28	Inbound Interface for Contract from Documentum - Development & Test	07/13/18	\$49,350.00
VSS-29	Outbound Interface for Contract Confirmation to Documentum - Design	05/04/18	\$15,850.00
VSS-30	Outbound Interface for Contract Confirmation to Documentum - Development & Test	07/13/18	\$23,775.00
VSS-31	Inbound Interface for Contract Amendments from Documentum - Design	04/06/18	\$22,300.00
VSS-32	Inbound Interface for Contract Amendments from Documentum - Development & Test	07/13/18	\$33,450.00
VSS-33	Outbound Interface for Contract Amendment Confirmation to Documentum - Design	05/04/18	\$15,850.00
VSS-34	Outbound Interface for Contract Amendment Confirmation to Documentum - Development & Test	07/13/18	\$23,775.00
VSS-35	Inbound Interface for Contract Cancellation from Documentum - Design	04/06/18	\$7,000.00
VSS-36	Inbound Interface for Contract Cancellation from Documentum - Development & Test	07/13/18	\$10,500.00
VSS-37	Forms - Design	05/04/18	\$5,200.00
VSS-38	Forms - Development & Test	07/06/18	\$7,800.00
VSS-39	Integrated System Testing / User Acceptance Testing - Test Scripts	08/03/18	\$4,600.00
VSS-40	Integrated System Testing / User Acceptance Testing -Execution & Results	09/14/18	\$6,900.00
VSS-41	Cutover Support	10/01/18	\$11,500.00
VSS-42	Training	10/01/18	\$17,000.00
VSS-43	Additional System Modification(s) for BAVN Links - Design	07/30/18	\$10,472.00
VSS-44	Additional System Modification(s) for BAVN Links - Development and Testing	07/30/18	\$15,708.00
VSS-45	Additional System Modification(s) for Solicitation Response Attachment Redesign - Design	09/30/18	\$5,576.00
VSS-46	Additional System Modification(s) for Solicitation Response Attachment Redesign - Development and Testing	12/03/18	\$8,364.00
VSS-47	Additional System Modification(s) for Extended Description on PRDOC - Design	09/30/18	\$6,256.00
VSS-48	Additional System Modification(s) for Extended Description on PRDOC - Development and Testing	12/03/18	\$9,384.00
VSS-49	Additional System Modification(s) for Pre-Fixed Lines - Design	09/30/18	\$28,900.00
VSS-50	Additional System Modification(s) for Pre-Fixed Lines - Development and Testing	12/03/18	\$43,350.00
<b>Total Payments</b>			<b>\$993,010.00</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.**    Construction of Provisions and Titles Herein

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

### **PSC-2.**    Applicable Law, Interpretation and Enforcement

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

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

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

### **PSC-3.**    Time of Effectiveness

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

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



**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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

**PSC-9. Termination**

**A. Termination for Convenience**

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

**B. Termination for Breach of Contract**

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

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

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

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

**PSC-10. Independent Contractor**

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

**PSC-11. Contractor's Personnel**

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

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

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

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

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

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

**PSC-16. Retention of Records, Audit and Reports**

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

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

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

**PSC-17. Bonds**

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

**PSC-18. Indemnification**

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

**PSC-19. Intellectual Property Indemnification**

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



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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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



**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

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

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

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

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

**"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections**

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

**PSC-43. Confidentiality**

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

## **EXHIBIT 1**

### **INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

**1. Agreement/Reference** All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

**2. When to submit** Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) **AND** an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements **DO NOT** apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the **CITY'S** online insurance compliance system, at <http://track4la.lacity.org>.

**4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

**5. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM for consideration.



6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the **CITY** is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of **CITY** premises. Information on two **CITY** insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on **CITY** premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on **CITY** premises; it is not required for simple commuting unless **CITY** is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on **CITY** premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the **CITY**) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the **CITY**. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle **CITY** funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the **CITY** required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a **CITY** contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the **CITY** employees' and/or **CITY** customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.



## Required Insurance and Minimum Limits

Name: CGI Technologies & SolutionsDate: 05/30/2018Agreement/Reference: VSS Expansion Project

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

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Waiver of Subrogation in favor of City               </div> <div> <input type="checkbox"/> Longshore &amp; Harbor Workers  <input type="checkbox"/> Jones Act               </div> </div>	

<input checked="" type="checkbox"/> <b>General Liability</b>	<u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Products/Completed Operations  <input type="checkbox"/> Fire Legal Liability  <input type="checkbox"/> </div> <div> <input type="checkbox"/> Sexual Misconduct               </div> </div>	

<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
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<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	<u>1,000,000</u>
Discovery Period <u>12 months after completion of project or termination of agreement</u>	

<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
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<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/>
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<input checked="" type="checkbox"/> <b>Cyber Liability</b>	<u>10,000,000</u>
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<input type="checkbox"/>	
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<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	
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<input type="checkbox"/> <b>Crime Insurance</b>	
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<b>Other:</b>	

**CONTRACT AMENDMENT NUMBER 2 TO AGREEMENT C-124658  
BETWEEN THE CITY OF LOS ANGELES  
AND  
CGI TECHNOLOGIES AND SOLUTIONS INC.  
FOR THE FMS 2.0 PROJECT**

This Contract Amendment Number 2 ("Amendment") to Agreement No. C-124658 (the "Agreement") dated September 25, 2014, is made by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "CITY") and CGI Technologies and Solutions Inc. (hereinafter referred to as "Contractor" or "CGI"), with reference to the following facts.

A. On September 25, 2014, the City Clerk attested to the Agreement for the Financial Management System 2.0 Project (FMS 2.0 Project, aka SMS Replacement), as defined therein, in the Project Price amount of Seventeen Million, Six Hundred Thousand, One Hundred and Eighty-Two Dollars (\$17,600,182) and a Contract Sum of Nineteen Million, Eight Hundred Thousand, One Hundred Eighty Two Dollars (\$19,800,182). The term of the Agreement is four (4) years, effective September 1, 2014 to August 31, 2018.

B. On February 16, 2016 the parties entered into Change Notice Number 1 in the amount of One Million, Four Hundred Forty-Eight Thousand, Seven Hundred and Forty Dollars (\$1,448,740) in order to add new software modification deliverables CGI-20.13 and CGI-20.14 and corresponding payment Milestones.

C. On or around November 4, 2016, the parties entered into Change Notice Number 2 in the amount of Seven Hundred Nineteen Thousand and Ninety Five Dollars (\$719,095) in order to: (i) add new software modification deliverables CGI-20.15 thru CGI-20.17 and corresponding payment Milestones (ii) add new vendor self-service commodity online bidding deliverables CGI-19.4, CGI-19.5, CGI-20.18 thru CGI-20.24, CGI-25.5, CGI-25.6, CGI-29.4, CGI-30.10, CGI-32.6, and CGI-36.2 and corresponding payment Milestones; (iii) delete CAFR support deliverables CGI-39.1 thru CGI-39.4 and corresponding payment Milestones; and (iv) remove technical post-implementation support for deliverables CGI-37.7 thru CGI-37.12 and modify corresponding payment Milestones.

D. On or around December 5, 2016, the parties entered into Contract Amendment Number 1 to increase the Contract Sum and contingency amount by Nine Hundred Thirty-Four Thousand, Eight Hundred and Forty Dollars (\$934,840).

E. On or around Oct 25, 2017, the parties entered into Change Notice Number 3 in the amount of Two Hundred Thirty-One Thousand and Two Hundred Dollars (\$231,200) in order to add post-implementation support for

deliverables CGI-37.13 thru CGI-37.17 and modify corresponding payment Milestones.

F. On or around Dec 21, 2017, the parties entered into Change Notice Number 4 in the amount of One Hundred Ninety-Five Thousand Five Hundred Dollars (\$195,500) in order to add new software modification deliverables CGI-20.25 and CGI-20.26 and modify corresponding payment Milestones.

G. On or around Jan 18, 2018 the parties entered into Change Notice Number 5 in the amount of Two Hundred Thirty Two Thousand Five Hundred and Twenty Six Dollars (\$232,526) in order to add or modify performance of Services through the addition of new Deliverables to support the Enhanced AP Part 2 Phase (Supplement B1),

H. On or around Jan 29, 2018 the parties entered into Change Notice Number 6 in the amount of Two Hundred Thousand Dollars (\$200,000) in order to add or modify performance of Services through the addition of new Deliverables to support the VSS Expansion for Construction Phase (Supplement C1),

I. On or around Jan 29, 2018 the parties entered into Change Notice Number 7 in the amount of Sixteen Thousand, Eight Hundred and Eighty Eight Dollars (\$16,888) in order to add or modify performance of Services through the addition of new Deliverables to support Report Training (Supplement D1).

J. As of the date of last signature affixed to this Amendment ("Effective Date") the parties desire to enter into this Amendment to (i) increase the Contract Sum by Nine Hundred Ninety Three Thousand and Ten Dollars (\$993,010), Seven Hundred Ninety Three Thousand and Ten Dollars (\$793,010) of which is an increase in the Project Price and Two Hundred Thousand Dollars (\$200,000) of which is an increase in the contingency amount, to continue support for the VSS Expansion for Construction Phase (Supplement C1); and (ii) incorporate the Standard Provisions for City Contracts (Rev. 10/17(v.2)) which replace the prior version of the City's standard provisions as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to this Amendment Number 2 as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment Number 2 will have the meanings indicated for them in the Agreement.

2. Increase in Project Price. The Project Price identified in Subparagraph 17.4.1. (General) of Subparagraph 17.4 (PROJECT PRICE; CONTRACT SUM) of Paragraph 17 (PAYMENT TERMS) of the Agreement is hereby increased by

Seven Hundred Ninety Three Thousand and Ten Dollars (\$793,010) from Twenty Million, Six Hundred Forty Four Thousand, One Hundred and Thirty One Dollars (\$20,644,131) to Twenty One Million, Four Hundred Thirty Seven Thousand, One Hundred and Forty One Dollars (\$21,437,141). The contingency amount, against which the City will write Change Notices, is hereby increased by Two Hundred Thousand Dollars (\$200,000) from Ninety Thousand, Eight Hundred and Ninety One Dollars (\$90,891) to Two Hundred Ninety Thousand, Eight Hundred and Ninety One Dollars (\$290,891). The Contract Sum is hereby increased by Nine Hundred Ninety Three Thousand and Ten Dollars (\$993,010) from Twenty Million, Seven Hundred Thirty-Five Thousand, and Twenty-Two Dollars (\$20,735,022) to Twenty One Million, Seven Hundred Twenty Eight Thousand, and Thirty Two Dollars (\$21,728,032).

3. Term. The term identified in Subparagraph 22.1 of Subparagraph 22 (Term/Termination) is hereby replaced in its entirety by:

“22.1 The term of this Agreement shall be six (6) years, effective September 1, 2014, and expiring no later than August 31, 2020 unless terminated sooner in accordance with the terms of this Agreement. The parties may elect to extend the term through a written amendment to the Agreement.”

4. Changes to Statement of Work. Exhibit A of the Agreement (Statement of Work) is hereby amended to include Exhibit A-C1 (Supplement to Statement of Work (VSS Expansion for Construction)) as attached hereto and incorporated herein by this reference.

5. Changes to Pricing Schedule. Exhibit L of the Agreement (Pricing Schedule) is hereby amended to include Exhibit L-C1 (Supplement to Pricing Schedule (VSS Expansion for Construction)) as attached hereto and incorporated herein by this reference.

6. Change to City Standard Provisions. As of the Effective Date, Exhibit O, Standard Provisions for City Contracts (Rev. 3/09) is replaced in its entirety with the current version of the City standard provisions - Standard Provisions for City Contracts (Rev. 10/17(v.2)) (which is attached hereto as Exhibit O). This new set of City standard provisions is hereby incorporated into the Agreement with the exception of PSC 9, 21, 22 and 24 and shall apply to CONTRACTOR's provision of the Services as of the Effective Date of this Amendment.

7. Changes to Section 27.1 as a Result of New City Standard Provisions. As of the Effective Date, Section 27.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

“This Agreement, the Exhibits and Attachments attached hereto, are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be:

- i. Agreement
- ii. Standard Provisions for City Contracts (Rev 10/17(v.2)) (Exhibit O)
- iii. Exhibit A, Statement of Work
- ~~iv. (a)~~—Any other Exhibit or other attachment to the Agreement, exclusive of the Standard Provisions for City Contracts

The parties agree to the following clarifications to Exhibit O:

PSC-24 (Best Terms) is modified as follows:

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

PSC-22 (Data Protection) The parties hereby agree that PSC 22 shall not apply to this Agreement. Further, the parties acknowledge and agree that Contract No. C-128896, the FMS Managed Application Support contract executed between the parties (the "FMS Managed Application Support Contract") addresses the protection of City Data (as defined therein) and sets out security incident and data breach obligations associated with the City Data. The parties also acknowledge and agree that any and all City Data provided by the City under this Agreement as of the Effective Date of Amendment 2 shall fall under the definition of "City Data" under the FMS Managed Application Support Contract, and that parties to this Agreement shall be bound by and subject to all conditions, provisions, protections and obligations set forth in the FMS Managed Application Support Contract regarding City Data as part of this Agreement."

8. Amendments. No amendment, modification, or supplement to this Amendment Number 2 shall be binding on either party unless it is in writing and duly executed by the parties in interest at the time of the modification.

9. Entire Agreement. Except as expressly and specifically changed hereby, the Agreement shall remain in full force and effect. There are no other agreements, representations, or warranties between or among the parties, written or oral, concerning the subject matter hereof.

10. Headings and Labels. Article, section, and subsection titles and captions contained in this Amendment Number 2 are inserted as a matter of convenience and for reference and in no way, define, limit, extend, or describe the scope of this Amendment Number 2 or the intent of any of its provisions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract Amendment Number 2 to be executed by their duly authorized representatives as of the Effective Date.

THE CITY OF LOS ANGELES  
A Municipal Corporation

CGI Technologies and Solutions Inc.

By: \_\_\_\_\_  
TED ROSS  
General Manager  
Information Technology Agency

By: \_\_\_\_\_  
PANKAJ JOSHI  
Vice President

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

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

**APPROVED AS TO FORM:**  
Michael N. Feuer, City Attorney

By: \_\_\_\_\_  
Steven H. Hong  
Deputy City Attorney III

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

Agreement Number: C-124658