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CALIFORNIA

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January 13, 2014

OFFICE OF THE BOARD OF PUBLIC WORKS

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LOS ANGELES, CA 90012
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2014 JAN 15 PM 3:50
CITY ADMINISTRATIVE OFFICER

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

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

#1 BOS/BCA

Mayor Eric Garcetti
Room No. 305
City Hall
Attn: Mandy Morales

Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO A CONTRACT WITH GATEKEEPER SYSTEMS TO PROVIDE SOFTWARE MAINTENANCE AND ENHANCEMENT SERVICES FOR FIELD AUTOMATION FOR SANITATION TRUCKS (FAST) APPLICATION AND RELATED NAVIGATE PRODUCTS AND INTEGRATIONS


As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute Amendment No. 2 to Contract No. C-113622 with Gatekeeper Systems for an additional three years for Software Maintenance and Support Services of Field Automation for Sanitation Trucks (FAST) application and related Navigate Products and Integrations. There will be no increase in the contract ceiling.

FISCAL IMPACT

The total cost ceiling for this agreement will remain at \$1,600,000. The total cost estimate for software maintenance and enhancement services required from Gatekeeper Systems for this amendment is \$606,000. The total assigned funding for this amendment is as follows:

1. Funds in the amount of \$202,000 are available in Fund 760, Department 50, Account 50KX82, Object 304, Line 174 titled "Mobile Computing Software and Hardware Maintenance" in Fiscal Year 2013/2014.
2. The Bureaus expect to use \$100,000 per year for maintenance and support, and the remainder will be used on a discretionary basis for enhancement and integration services.
3. Funding for future fiscal years will be made available through the normal budgetary process.

Respectfully submitted,


Arleen P. Taylor, Executive Officer
Board of Public Works

APT:mp

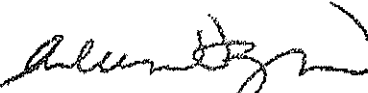


DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
January 13, 2014

AS AMENDED*
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JAN 13 2014

CD: ALL


Executive Officer

AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO CONTRACT NO. C-113622 WITH GATEKEEPER SYSTEMS TO PROVIDE SOFTWARE MAINTENANCE AND ENHANCEMENT SERVICES FOR FIELD AUTOMATION FOR SANITATION TRUCKS (FAST) APPLICATION AND RELATED NAVIGATE PRODUCTS AND INTEGRATIONS

RECOMMENDATIONS:

Authorize the Director of the Bureau of Sanitation to:

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 2 to Contract C-113622 with Gatekeeper Systems for an additional three (3) years for Software Maintenance and Support Services of Field Automation for Sanitation Trucks (FAST) application and related Navigate Products and Integrations. There will be no increase in the contract ceiling.
2. Upon the Mayor's and Council's authorization, the President or two members of the Board of Public Works will execute the contract amendment; and
3. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section at 213-485-4246 for pick up and further processing.

TRANSMITTALS

1. Copy of Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted March 3, 2008, authorizing the Bureau of Sanitation to award and execute a three-year, sole-source contract with Gatekeeper Systems.
2. Copy of Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted February 23, 2011, authorizing the Bureau of Sanitation to amend Contract No. C-113622 between the City of Los Angeles (City) and Gatekeeper Systems Automation for Field Automation for Sanitation Trucks (FAST) application and related Navigate Products and Integrations.
3. Copy of proposed Amendment No. 2 to Contract No. C-113622 between the City and Gatekeeper Systems for Software Maintenance and Support Services for FAST application and related Navigate Products and Integrations.

Gatekeeper Systems has satisfactorily complied with all the contract requirements.

Other City Policies and Requirements

The contractor shall continue to comply with other City policies and requirements as follows:

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

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the CAO Clearinghouse on April 25, 2013.

Charter Section 1022

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

MBE/WBE/OBE Subcontractor Outreach Program

This contract is exempt from the MBE/WBE/OBE Subcontractor Outreach requirement. The Mayor's Office of Economic Development waived the requirement on May 2, 2006 (Transmittal #4). Gatekeeper Systems does not subcontract to or otherwise license any firm to perform maintenance services for NaviGate proprietary software. Therefore, this project provides no opportunities for MBE/WBE/OBE participation.

Contractor Responsibility Ordinance

The contractor is exempt from the provisions of the Contractor Responsibility Ordinance due to the proprietary nature of the services. The Bureau of Contract Administration approved the exemption on February 15, 2008.

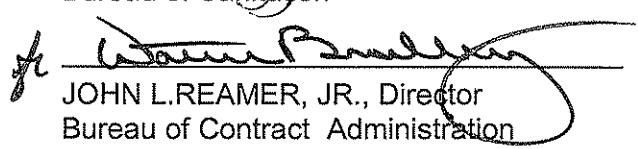
BUREAU OF SANITATION
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Respectfully submitted,




ENRIQUE G. ZALDIVAR, Director
Bureau of Sanitation



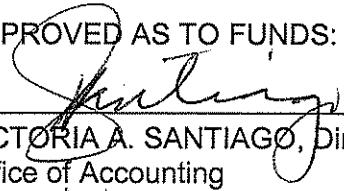

JOHN L. REAMER, JR., Director
Bureau of Contract Administration

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

APPROVED AS TO FUNDS:

VICTORIA A. SANTIAGO, Director
Office of Accounting
Date: 1/13/2013

Prepared by:
Anita Fernandez, ICSD
(323)342-6288

TRANSMITTAL 1

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 MARCH 3, 2008

ADOPTED BY THE BOARD OF
 PUBLIC WORKS OF THE CITY
 of Los Angeles California
 AND REFERRED TO THE MAYOR
 MAR - 3 2008


 Secretary

CD: ALL

AUTHORITY TO EXECUTE A SOLE SOURCE AGREEMENT WITH GATEKEEPER SYSTEMS TO PROVIDE SOFTWARE MAINTENANCE AND ENHANCEMENT SERVICES FOR FIELD AUTOMATION FOR SANITATION TRUCKS (FAST) APPLICATION AND RELATED NAVIGATE PRODUCTS AND INTEGRATIONS

RECOMMENDATIONS

1. Approve and forward this report with the transmittals to the Mayor ~~and to the City Council~~ with the request that the Board of Public Works be authorized to execute a sole source agreement with Gatekeeper Systems to provide software maintenance and enhancement services to the Navigate suite of products and its interfaces used by the Bureau. The estimated cost of this contract is not to exceed \$1,100,000 over a three year term.
2. Upon the Mayor's and City Council's authorization, the President or two members of the Board of Public Works will execute the agreement; and
3. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ext. 5-4232 for pick up and further processing.

TRANSMITTALS

1. Copy of Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted September 13, 2006, authorizing the negotiation of a sole source agreement with Gatekeeper Systems.
2. Copy of the proposed sole source agreement between the City of Los Angeles and Gatekeeper Systems. Originals will be delivered to the Board Office when the Board Report Section (ext. 5-4232) is notified that the contract is ready for execution.
3. Copy of the MBE/WBE/OBE Subcontractor Outreach Program waiver issued by the Mayor's Office of Economic Development on May 2, 2006.

Background

Field Automation for Sanitation Trucks (FAST) was implemented in September 2003 to provide the Wastewater Collection Systems Division (WCSD) with a paperless work management system accessible from the field. FAST is a web-based application which uses the off-the-shelf modules from the suite of proprietary products called NaviGate by

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Gatekeeper Systems. FAST is integrated with the Bureau's Enterprise Maintenance Planning and Control (EMPAC) system. This integration allows WCSD to use the robust features of an asset management system such as maintenance scheduling to generate hundreds of thousands of work orders each year. FAST enables WCSD to deploy those work orders electronically and capture valuable condition, cleaning and timekeeping information from the field crews back to the asset management system for analysis and reporting.

Sole Source Contract

NaviGate software modules are proprietary products of Gatekeeper Systems, and maintenance and enhancements of these products is also proprietary and available solely through Gatekeeper Systems. The NaviGate application is designed so that the modules work together seamlessly and additional modules can be implemented as needed to support additional or new business requirements.

On February 15, 2008, the Bureau of Contract Administration (BCA), the Designated Administrative Agency (DAA) for the Contractor Responsibility Ordinance (CRO) approved the request of the Bureau of Sanitation for an Exemption from the CRO for Gatekeeper Systems due to its sole source justification.

DISCUSSION

This sole source contract will be used to provide software maintenance, consulting expertise, enhancements, and support services for the NaviGate products and its interfaces. Failure to keep this application operating properly would severely impact WCSD, who rely on FAST to perform their daily field operations. Enhancements to the FAST application will further improve productivity, increase response to customer service calls and allow WCSD to take advantage of the capabilities of this state-of-the-art technology.

Project Scope

The Project scope will cover services of Gatekeeper Systems to provide system maintenance and enhancements for the NaviGate suite of products. The services will include but not be limited to the following:

- Software maintenance and support services, including but not limited to:
 - Software upgrades
 - Defect corrections
 - Technical support
- Enhancements to the NaviGate Software, including but not limited to:
 - Purchase of additional NaviGate modules to incorporate additional business process
 - Software configuration

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- o Reports
 - o Integrations
 - o Tuning
 - o Programming
 - o Technical Training and documentation.
-
- Integration support, including but not limited to:
 - o Configuration
 - o Tuning
 - o Modifications
 - o Programming
 - o Documentation

 - Field support services, including but not limited to:
 - o Quality assurance of hardware installations
 - o Mobile hardware recommendations and configuration
 - o Mobile network support
 - o Field user training
 - o Field user support

 - Project management duties, including but not limited to:
 - o Planning
 - o Developing schedules
 - o Project status reports
 - o Coordinating resources and activities.

Compliance With Mayor's Executive Directive 2001-26

Gatekeeper Systems does not subcontract to or otherwise license any firm to perform maintenance services for NaviGate proprietary software. Therefore, this project provides no subcontractor opportunities. A MBE/WBE/OBE Subcontractor Outreach Program Waiver has been obtained from the Office of the Mayor.

Contractor Performance Evaluation

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

Contract Responsibility Ordinance

This contract is exempt from the CRO as previously stated.

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Cost

The estimated cost of the software maintenance services provided under this contract is not to exceed \$450,000 over three years. Discretionary funds in the amount of \$100,000 are being requested for emergency fixes and potential changes to the FAST/EMPAC integration software due to anticipated EMPAC upgrades. Additional discretionary funds in the amount of \$500,000 or a portion thereof may be required for implementation and roll out of additional NaviGate modules listed below in order to streamline and improve Bureau operations. The total cost of this contract is estimated to be \$1,100,000 over the three-year period covered by this agreement. The breakdown of the cost estimate is illustrated as follows.

ITEM	ESTIMATED COST
Annual Maintenance for three-year period	\$450,000
Systems enhancement, including but not limited to the following, Field Inspection Module Illicit Discharge Investigation Module Redlining Module Pumping Plant Maintenance De-couple FAST and EMPAC	\$500,000
Integration Support	\$100,000
Field Support Services	\$30,000
Project Management and on-site support	\$20,000
TOTAL	\$1,100,000

City Requirements

Gatekeeper Systems will comply with the following requirements prior to contract execution:

- Affirmative Action Plan/Non-Discrimination/Equal Employment Opportunity
- Child Support Obligation Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance/Bond Requirements
- Americans With Disabilities Act
- Pledge of Compliance with Contractor Responsibility Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance

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Charter Section 1022

The Personnel Department has determined that contracting is the best interest of the City.

Notification of Intent to Contract

The "Notification of Intent to Contract" Form was filed with the CAO (City Administrative Office) clearinghouse on June 27, 2007.

Headquarters Address and Workforce Information

Gatekeeper Systems is headquartered at 1010 E. Union St Ste 205, Pasadena, CA. There are 10 employees 2 of which live within the City of Los Angeles.

Contract Administration

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

City Attorney Review

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

STATUS OF FINANCING

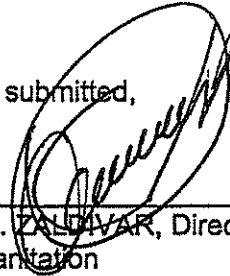
The cost estimate for software maintenance and enhancement services required from Gatekeeper Systems is \$1,100,000. Funds in the amount of \$302,000 are available in Fund 760, Dept. 50, Account C282, Object 304, titled "Contractual Services" for Fiscal Year 2007-2008. Additional funds in the amount of \$302,000 are being requested for the next Fiscal Year 2008-2009. The remaining balance of \$496,000 will be funded through the normal budgetary process on a discretionary basis.

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

BUREAU OF SANITATION
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MARCH 3, 2008

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Respectfully submitted,

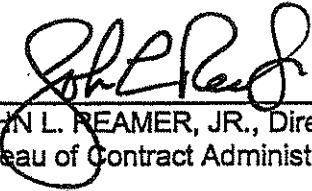


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

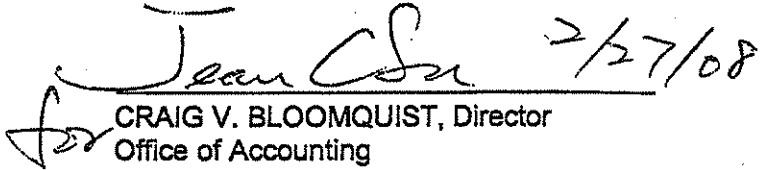


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration



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

APPROVED AS TO FUNDS:



CRAIG V. BLOOMQUIST, Director
Office of Accounting

Prepared by:
Anita Fernandez/Yelena Altshuler
ICSD
(323) 342-6281

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

FEB 23 2011


Executive Officer

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 23, 2011

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT NO. C-113622 WITH GATEKEEPER SYSTEMS TO PROVIDE SOFTWARE MAINTENANCE AND ENHANCEMENT SERVICES FOR FIELD AUTOMATION FOR SANITATION TRUCKS (FAST) APPLICATION AND RELATED NAVIGATE PRODUCTS AND INTEGRATIONS

RECOMMENDATIONS

1. Approve and forward this report to the Mayor and City Council with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 1 to Personal Services Contract C-113622 with Gatekeeper Systems to extend the contract term by three (3) years for Software Maintenance and Support Services and to increase the contract ceiling by \$500,000 for Field Automation for Sanitation Trucks (FAST) application and related Navigate Products and Integrations. The total contract ceiling including this amendment is not to exceed \$1,600,000;
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract amendment; and
3. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section at ext. 213-485-4246 for pick up and further processing.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated March 3, 2008, authorizing the Bureau of Sanitation to award and execute a three (3) year, sole-source contract with Gatekeeper Systems.
2. Copy of proposed Amendment No. 1 to Contract No. C-113622 between the City of Los Angeles (City) and Gatekeeper Systems for Software Maintenance and Support Services for Field Automation for Sanitation Trucks (FAST) application and related Navigate Products and Integrations.
3. Copy of the approved MBE/WBE/OBE Subcontractor Outreach Program waiver, issued by the Mayor's Office of Economic Development on May 2, 2006.

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- Municipal Lobbying Ordinance
- Non-Collusion Affidavit
- Contract History
- Los Angeles Residence Information

First Source Hiring Ordinance

This contract is exempted from the requirements of the First Source Hiring Ordinance because the contract services are proprietary and therefore available from only a single source. Exemption was granted on August 23, 2010.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the CAO Clearinghouse on March 1, 2010.

Charter Section 1022

On March 2, 2010, a 1022 exemption was filed with the Bureau along with a sole-source letter from the vendor.

MBE/WBE/OBE Subcontractor Outreach Program

This contract is exempt from the MBE/WBE/OBE Subcontractor Outreach and Enforcement requirement. The Mayor's Office of Economic Development waived the requirement on May 2, 2006 (Transmittal No. 3). Gatekeeper Systems does not subcontract to or otherwise license any firm to perform maintenance services for NaviGate proprietary software. Therefore, this project provides no opportunities for MBE/WBE/OBE Subcontractor participation.

Contract Responsibility Ordinance

The contractor for this project will continue to be subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with requirements specified in this Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

Contract Administration

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

Bureau of Sanitation
Bureau of Contract Administration
Joint Board Report No. 1
February 23, 2011

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Respectfully submitted,




ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



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

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting

Date: _____

5/16/11

Prepared by:
Anita Fernandez, ICSD
(323)342-6288

AMENDMENT NO. 2
PERSONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
GATEKEEPER SYSTEMS
FOR
SOFTWARE MAINTENANCE AND ENHANCEMENT SERVICES OF
FIELD AUTOMATION FOR SANITATION TRUCKS (FAST) APPLICATION
AND RELATED
NAVIGATE PRODUCTS AND INTEGRATIONS

07/09/2013

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- EXHIBIT B - GOOD FAITH EFFORT WAIVER**
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- EXHIBIT G - NONDISCRIMINATION, EQUAL EMPLOYMENT,
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- EXHIBIT H - LIVING WAGE ORDINANCE**
- EXHIBIT I - CONTRACTOR RESPONSIBILITY ORDINANCE**
- EXHIBIT J - BUSINESS TAX REGISTRATION CERTIFICATE**
- EXHIBIT K - LOS ANGELES RESIDENCE INFORMATION**
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- EXHIBIT P - FIRST SOURCE HIRING ORDINANCE**
- EXHIBIT Q - CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND
FUNDRAISING RESTRICTIONS**

AGREEMENT

This Amendment No. 2, made and entered into by and between the City of Los Angeles, Bureau of Sanitation (BUREAU), Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Gatekeeper Systems" hereinafter referred to as the "CONSULTANT"; is set forth as follows:

WITNESSETH

WHEREAS, Contract C-113622 between the City of Los Angeles and Gatekeeper Systems was executed in June 2008 to procure software maintenance and enhancement services of the NaviGate Application Framework, a proprietary software from CONSULTANT, for the Field Automation for Sanitation Trucks (FAST) software and related NaviGate products and integrations; and

WHEREAS, Maintenance and Enhancement Services are required on an ongoing basis as long as the CITY chooses to continue to use the FAST application; and

WHEREAS, CONSULTANT has satisfactorily complied with all the contract requirements and the CITY desires to retain the services of CONSULTANT; and

WHEREAS, the Board of Public Works executed Amendment Number 1 to contract C-113622 to extend the contract term by an additional three (3) years from June 2011 until May 2014; and

WHEREAS, this contract is now being amended again to extend the contract term by an additional three (3) years from June 2014 until May 2017 in order to continue maintenance and enhancement services; and

WHEREAS, the existing contract ceiling of \$1,600,000 will be sufficient to accommodate costs for the additional three (3) year term.

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

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

NO CHANGE IN THIS ARTICLE

ARTICLE 2 – DEFINITIONS

NO CHANGE IN THIS ARTICLE

ARTICLE 3 – PROJECT DESCRIPTION

NO CHANGE IN THIS ARTICLE

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

NO CHANGE IN THIS ARTICLE

ARTICLE 5 – KEY CONSULTANT PERSONNEL

NO CHANGE IN THIS ARTICLE

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

NO CHANGE IN THIS ARTICLE

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

Unless otherwise provided, the term of this AGREEMENT shall begin June 1, 2014 and shall be in effect until May 31, 2017 unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT and signed by all parties.

ARTICLE 8 – TERMINATION

NO CHANGE IN THIS ARTICLE

ARTICLE 9 – SUBCONTRACT APPROVAL

NO CHANGE IN THIS ARTICLE

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

MODIFY ARTICLE 10.1.8 TO READ AS FOLLOWS:

10.1.8 Hourly Billing Rate is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in **Exhibit F**. The hourly billing rates shall be approved by the PROJECT MANAGER for CONSULTANT employees' time directly chargeable to their performance of the project work and includes salary, fringe benefits, overhead, profit, and all other expenses incurred by CONSULTANT. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order.

Description	Hourly Rate
Principal	\$345
Project Manager	\$270
Software Engineer	\$150
Clerical	\$50

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

NO CHANGE IN THIS ARTICLE

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

MODIFY SUB-ARTICLE 12.2 TO READ AS FOLLOWS:

During the term of this AGREEMENT and without limiting the CONSULTANT'S indemnification of the CITY, the CONSULTANT shall provide and maintain at its own expense during the term of this AGREEMENT a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this AGREEMENT.

ARTICLE 13 – INDEPENDENT CONTRACTORS

NO CHANGE IN THIS ARTICLE

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONSULTANT

NO CHANGE IN THIS ARTICLE

ARTICLE 15 – OWNERSHIP OF WORK PRODUCTS

NO CHANGE IN THIS ARTICLE

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

NO CHANGE IN THIS ARTICLE

**ARTICLE 17 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE
SUBCONTRACTOR OUTREACH PROGRAM**

NO CHANGE IN THIS ARTICLE

ARTICLE 18 – SUCCESSORS AND ASSIGNS

NO CHANGE IN THIS ARTICLE

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

NO CHANGE IN THIS ARTICLE

ARTICLE 20 – FORCE MAJEURE

NO CHANGE IN THIS ARTICLE

ARTICLE 21 – SEVERABILITY

NO CHANGE IN THIS ARTICLE

ARTICLE 22 – DISPUTES

NO CHANGE IN THIS ARTICLE

ARTICLE 23 – ENTIRE AGREEMENT

NO CHANGE IN THIS ARTICLE

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

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

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

NO CHANGE IN THIS ARTICLE

ARTICLE 26 – BONDS

NO CHANGE IN THIS ARTICLE

ARTICLE 27 – CHILD SUPPORT ASSIGNMENT ORDERS

NO CHANGE IN THIS ARTICLE

ARTICLE 28 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR

WORKER RETENTION ORDINANCE

NO CHANGE IN THIS ARTICLE

ARTICLE 29 – AMERICANS WITH DISABILITIES ACT

NO CHANGE IN THIS ARTICLE

ARTICLE 30 – EQUAL BENEFITS ORDINANCE

NO CHANGE IN THIS ARTICLE

ARTICLE 31 – WAIVER

NO CHANGE IN THIS ARTICLE

ARTICLE 32 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

NO CHANGE IN THIS ARTICLE

ARTICLE 33 – PERMITS

NO CHANGE IN THIS ARTICLE

ARTICLE 34 – DISCOUNTS

NO CHANGE IN THIS ARTICLE

ARTICLE 35 – CONTRACTOR RESPONSIBILITY ORDINANCE

NO CHANGE IN THIS ARTICLE

ARTICLE 36 – BREACH

NO CHANGE IN THIS ARTICLE

ARTICLE 37 – SLAVERY DISCLOSURE ORDINANCE

NO CHANGE IN THIS ARTICLE

ARTICLE 38 – CONTRACTOR EVALUATION ORDINANCE

NO CHANGE IN THIS ARTICLE

ARTICLE 39 - CLAIMS FOR LABOR AND MATERIALS

NO CHANGE IN THIS ARTICLE

ARTICLE 40 – MUNICIPAL LOBBYING ORDINANCE SECTION 48.09H

NO CHANGE IN THIS ARTICLE

ARTICLE 41- FIRST SOURCE HIRING ORDINANCE

NO CHANGE IN THIS ARTICLE

(ADD) ARTICLE 42 - COMPLIANCE WITH LOS ANGELES CITY CHARTER

SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR

CONTRIBUTIONS/FUNDRAISING

ADD ARTICLE 42 AS FOLLOWS:

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising
Restrictions

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

CONSULTANT, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

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

CITY OF LOS ANGELES

GATEKEEPER SYSTEMS

By: _____

By: _____

Stephen H. Caine

Title: President, Board of Public Works

Title: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST

Michael N. Feuer, City Attorney

Holly Wolcott, Interim City Clerk

By: _____

By: _____

John A. Carvalho

Title: Deputy City Attorney

Title: Deputy City Clerk

Date: _____

Date: _____

GOOD FAITH EFFORT WAIVER REQUEST FORM

DEPARTMENT: PW/SAN

DIVISION/UNIT: ICSD

DATE: 3/3/2006

TO: LA MBOC, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: DAVID MORA, DIRECTOR

FROM: Yelena Altshuler, Bureau of Sanitation, ICSD

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

SUBJECT: WAIVE MBE/WBE/OBE GOOD FAITH EFFORT REQUIREMENTS FOR CONTRACT NO. _____
In compliance with Executive Directive No. 2001-26, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1. Title of Project: Maintenance Services Agreement Between City of LA and Gatekeeper Systems
2. This project will be advertised as **Sole Source Contract** _____ RFP _____ RFQ
3. Type of Contract: _____ Procurement Personal Services
_____ Construction _____ Other
4. Projected total amount of the contract: \$1,000,000 Estimated duration of project: 3 years
5. Significant Dates:
Estimated date of pre-bid or job walk meeting: N/A
Estimated date that bids or proposals are due: N/A
6. Recommendation:
 MBE/WBE/OBE encouragement

Justify why encouragement:

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

Other: Gatekeeper Systems implemented Field Automation for Sanitation Trucks (FAST) system, which is used by Wastewater Collection Systems Division (WCSD) for managing sewer maintenance work orders and the associated facilities data and deploying that data to the field for over 120 field crews. Gatekeeper Systems does not subcontract or license any firm to perform the required highly technical services on it's software. As a single source for this service, this contract provides no available opportunity for MBE/WBE/OBE participation.

7. Is this a: New Contract _____ Renewal _____ Other

8. Name of previous contractor: _____ Length of previous contract _____ Value of previous

TO:

ATTN: _____

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

SUBJECT: RESPONSE TO ABOVE REQUEST

Recommendation Approved _____ Initials

_____ Recommendation Disapproved _____ Initials

Comment: _____

By: Amy H. Richardson Date: 5/2/2006 Tel. No.: 213/978-1494