

Attachment

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

STEVE SOBOROFF  
PRESIDENT

PAULA MADISON  
VICE PRESIDENT

SANDRA FIGUEROA-VILLA  
KATHLEEN C. KIM  
ROBERT M. SALTZMAN

MARIA SILVA  
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI  
Mayor

2015 JUL 24 PM 3:38  
CITY ADMINISTRATIVE OFFICE

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

July 21, 2015

BPC #15-0220

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

Attention Mandy Morales

Dear Honorable Mayor:

RE: REQUEST FOR APPROVAL OF SELECTED PROPOSER, LEXISNEXIS CLAIMS SOLUTIONS, INC. TO PROVIDE A COMMUNITY ONLINE REPORTING SERVICE AND REPORT DISTRIBUTION SERVICE.

At the regular meeting of the Board of Police Commissioners held Tuesday, July 21, 2015, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

MARIA SILVA  
Commission Executive Assistant II

Attachment

c: Chief of Police  
ASB

OFFICE OF THE  
POLICE COMMISSIONER  
2015 JUL 24 PM 12:45  
CITY OF LOS ANGELES

INTRADEPARTMENTAL CORRESPONDENCE

15-0220

RECEIVED 9J

July 17, 2015  
1.17

POLICE COMMISSION

REVIEWED

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

*[Signature]*  
7/15/15  
DATE

**SUBJECT:** REQUEST FOR APPROVAL OF SELECTED PROPOSER, LEXISNEXIS CLAIMS SOLUTIONS, INC., TO PROVIDE A COMMUNITY ONLINE REPORTING SERVICE AND REPORT DISTRIBUTION SERVICE

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the contract with LexisNexis Claims Solutions Inc. (LexisNexis) to provide the Los Angeles Police Department (LAPD) with a Community Online Reporting Service (CORS) and a Report Distribution Service (RDS) solution.
2. That the Board TRANSMIT the entire matter to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the contract with LexisNexis upon Mayoral approval.

**DISCUSSION**

The goal of CORS is to provide improved service to members of the public by offering a secure, effective method of reporting incidents using the Internet. Incidents that do not require a response from an officer, such as lost reports, will be filed online via CORS.

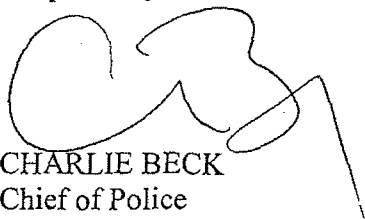
RDS will provide the public and insurance companies the ability to purchase select police reports through a secure application. The first reports likely to be offered via RDS are traffic reports, which account for approximately 85 percent of the reports requested each year.

On March 11, 2014, the Board approved the selection of LexisNexis, which resulted from a Request for Proposals selection process, and authorized the Department to enter into contract negotiations.

The Honorable Board of Police Commissioners  
Page 2  
1.17

If you have any questions, please contact Chief Information Officer Maggie Goodrich,  
Information Technology Bureau, at (213) 486-0370.

Respectfully,



CHARLIE BECK  
Chief of Police

Attachment

BOARD OF  
POLICE COMMISSIONERS  
Approved *July 21, 2015*  
Secretary *Maria Silva*

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

July 9, 2015  
1.17

POLICE COMMISSION

**TO:** Chief of Police

**FROM:** Commanding Officer, Information Technology Bureau

**SUBJECT:** REQUEST FOR APPROVAL OF SELECTED PROPOSER, LEXISNEXIS CLAIMS SOLUTIONS, INC., TO PROVIDE A COMMUNITY ONLINE REPORTING SERVICE AND REPORT DISTRIBUTION SERVICE

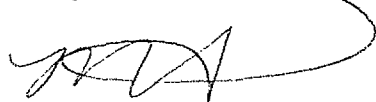
It is recommended that the Chief of Police review, approve and transmit to the Board of Police Commissioners (Board) the attached Professional Services Agreement (Agreement) between the Los Angeles Police Department (LAPD) and LexisNexis Claims Solutions Inc. (LexisNexis) to provide the LAPD with a Community Online Reporting Service (CORS) and a Report Distribution Service (RDS) solution.

The goal of CORS is to provide improved service to members of the public by offering a secure, effective method of reporting incidents using the Internet. Incidents that do not require a response from an officer, such as lost reports, will be filed online via CORS.

RDS will provide the public and insurance companies the ability to purchase select police reports through a secure application. The first reports likely to be offered via RDS are traffic reports, which account for approximately 85 percent of the reports requested each year.

On March 11, 2014, the Board approved the selection of LexisNexis and authorized the Department to enter into contract negotiations.

If you have any questions regarding this matter, please contact Nancy Cammarata, Officer in Charge, Information Technology Bureau, Contracts Section, at (213) 486-0378.



MAGGIE M. GOODRICH, Chief Information Officer  
Commanding Officer  
Information Technology Bureau

Attachments

PROFESSIONAL SERVICES AGREEMENT

Contractor: LEXISNEXIS CLAIMS SOLUTIONS INC.

Regarding: COMMUNITY ONLINE REPORTING SERVICE (CORS) AND  
REPORT DISTRIBUTION SERVICE (RDS)

Agreement Number \_\_\_\_\_

## TABLE OF CONTENTS

<b>1.0</b>	<b>PARTIES TO THE AGREEMENT AND REPRESENTATIVES.....</b>	<b>3</b>
1.1	Parties to the Agreement .....	3
1.2	Representatives of the Parties .....	3
<b>2.0</b>	<b>TERM OF AGREEMENT.....</b>	<b>4</b>
<b>3.0</b>	<b>STATEMENT OF WORK TO BE PERFORMED.....</b>	<b>4</b>
<b>4.0</b>	<b>FINAL REPORT ACCEPTANCE AND APPROVAL.....</b>	<b>6</b>
4.1	City Use of Deliverables.....	7
<b>5.0</b>	<b>PERSONNEL .....</b>	<b>7</b>
5.1	Key Personnel .....	7
5.2	Changes in Key Personnel .....	8
5.3	Subcontractors.....	8
5.4	Background Checks.....	8
<b>6.0</b>	<b>ACCESS TO CITY FACILITIES .....</b>	<b>9</b>
<b>7.0</b>	<b>COMPENSATION AND METHOD OF PAYMENT.....</b>	<b>9</b>
7.1	Payment Terms and Reports .....	10
7.2	Retention of Records .....	12
7.3	Discount Terms.....	12
<b>8.0</b>	<b>WARRANTIES .....</b>	<b>12</b>
8.1	Services Warranty .....	12
8.2	City's Representations and Warranties.....	13
8.3	Contractor's Limitation of Warranty.....	13
<b>9.0</b>	<b>OWNERSHIP .....</b>	<b>14</b>
9.1	Continued Requirements .....	15
<b>10.0</b>	<b>DISPUTES.....</b>	<b>15</b>
<b>11.0</b>	<b>INTELLECTUAL PROPERTY INDEMNIFICATION AND WARRANTY .....</b>	<b>15</b>
11.1	Intellectual Property Indemnification .....	15
11.2	Intellectual Property Warranty.....	16
11.3	Survival of Provisions.....	16
<b>12.0</b>	<b>DEFAULTS, SUSPENSION AND TERMINATION .....</b>	<b>16</b>
12.1	Defaults.....	16
12.2	Suspension .....	17
12.3	Termination for Convenience.....	17

12.4	Termination for Cause .....	18
12.5	Notices of Suspension or Termination .....	18
<b>13.0</b>	<b>CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE .....</b>	<b>18</b>
13.1	Confidentiality and Restrictions on Disclosure .....	18
13.2	Provisions Apply to Subcontracts .....	21
<b>14.0</b>	<b>AMENDMENTS AND CHANGE REQUESTS .....</b>	<b>21</b>
14.1	Amendments.....	21
14.2	Change Requests.....	21
<b>15.0</b>	<b>SUCCESSORS AND ASSIGNS.....</b>	<b>22</b>
15.1	Contractor's Successors and Assigns.....	22
15.2	Survival of Provisions.....	22
<b>16.0</b>	<b>STANDARD PROVISIONS .....</b>	<b>22</b>
<b>17.0</b>	<b>ENTIRE AGREEMENT .....</b>	<b>24</b>
17.1	Complete Agreement.....	24
17.2	Number of Originals and Attachments .....	24
17.3	Order of Precedence.....	24
	<b>SIGNATURE PAGE .....</b>	<b>25</b>

**ATTACHMENTS:**

**Attachment A – Standard Provisions for City Contracts (Rev. 3/09)**

**Attachment B – Statement of Work**

**Attachment C – List of Key Contractor Personnel**

**Attachment D – Change Authorization Form**

**Attachment E – Contractor Discrepancy Report**

**Attachment F – Security and Limited Usage Rights and Restrictions Attachment**

**AGREEMENT NUMBER \_\_\_\_\_**  
**BETWEEN THE CITY OF LOS ANGELES**  
**AND**  
**LEXISNEXIS CLAIMS SOLUTIONS INC.**  
**FOR**  
**COMMUNITY ONLINE REPORTING SERVICE (CORS) AND**  
**REPORT DISTRIBUTION SERVICE (RDS)**

**THIS AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and LexisNexis Claims Solutions Inc., on behalf of itself and its affiliates, an Arizona Corporation, (hereinafter referred to as the "Contractor"), and is set forth as follows:

**WITNESSETH**

**WHEREAS**, the City identified the need to provide services to the public that would provide two related web-based systems allowing the public to submit selected Incident Reports and/or allow the community to request copies of select police reports through a secure application; and

**WHEREAS**, in August 2013, the City released a Request for Proposals (hereinafter referred to as "RFP") (RFP No. 12-567-002) in order to secure these services; and

**WHEREAS**, the Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the types and level of services required by the City; and

**WHEREAS**, the Contractor, as part of its business, has developed and makes available to law enforcement entities, a comprehensive solution to automate, maintain electronically, and disseminate law enforcement Incident Reports and provides community members a secure, effective method of reporting minor incidents, such as traffic collisions, vandalism and lost property over the Internet; and

**WHEREAS**, the Contractor listed Coplogic Inc. as a subcontractor in its response to said RFP to provide the Community Online Reporting Service ("CORS"); and

**WHEREAS**, on August 11, 2014, Contractor acquired one hundred percent (100%) of the membership interest in Coplogic and as a result of that acquisition Coplogic is providing CORS as an affiliate of Contractor; and



**WHEREAS**, the City desires to enter into an Agreement with Contractor to provide implementation of a Community Online Reporting Service (CORS) and a Report Distribution Service (RDS); and

**WHEREAS**, the City and the Community will benefit by the implementation of the CORS and RDS in that it will provide budgetary savings to LAPD from the current practice for fulfilling requests for traffic reports and will increase efficiency in accessing both LAPD traffic reports and those reports of neighboring law enforcement agencies who utilize this service provider; and

**WHEREAS**, the services to be performed by the Contractor are the Contractor's competency; and

**WHEREAS**, the Contractor has demonstrated experience in providing community online reporting service and a report distribution service solution; and

**WHEREAS**, on \_\_\_\_\_, the Board of Police Commissioners approved this Agreement and transmitted it to the Mayor and City Council; and

**WHEREAS**, on \_\_\_\_\_, the City Council approved this Agreement (CF No. 15-xxxx) and authorized its execution; and

**WHEREAS**, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided, and

**WHEREAS**, the services to be provided by the Contractor are of a professional and technical nature and can be performed more feasibly by the Contractor than by City employees;

**NOW THEREFORE**, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

#### DEFINITIONS

- a. **"Documentation"** means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Contractor to assist City with the use of Software.
- b. **"Software"** means the Community Online Reporting Service (CORS) and all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, and Documentation hosted by Contractor on behalf of City or delivered by Contractor to City. Software includes any third-party software delivered by Contractor and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

- c. "Services" means the provision of the RDS application, Software and accompanying support and maintenance services.
- d. All references to Coplogic as "subcontractor" throughout this Agreement and Attachment B, Statement of Work (SOW), shall mean LexisNexis Claims Solutions Inc.'s affiliate.

## 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

### 1.1 Parties to the Agreement

The parties to this Agreement are:

- a. City – The City of Los Angeles, a municipal corporation, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- b. Contractor – LexisNexis Claims Solutions Inc., having its principal office at 1000 Alderman Drive, Alpharetta, Georgia 30005.

### 1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- a. The City's representative is, unless otherwise stated in the Agreement:

Charlie Beck  
Chief of Police  
Los Angeles Police Department  
100 West First Street, Tenth Floor  
Los Angeles, California 90012

With copies to:

Maggie Goodrich, Commanding Officer  
Information Technology Bureau  
Los Angeles Police Department  
100 West First Street, Suite 842  
Los Angeles, California 90012  
(213) 486-0370 Telephone Number  
(213) 486-0399 Facsimile Number

- b. The Contractor's representative is, unless otherwise stated in the Agreement:

Bill Madison, CEO Insurance Data Solutions,  
LexisNexis Claims Solutions Inc.  
1000 Alderman Drive  
Alpharetta, Georgia 30005  
(678) 694-6000 Telephone Number

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement will commence upon execution by all parties (hereinafter referred to as "Effective Date") and will terminate five (5) years thereafter unless terminated earlier as provided in Section 12.0 of this Agreement (hereinafter referred to as "Initial Term"). At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for two additional one-year periods (hereinafter referred to "Renewal Term(s)") subject to availability of funds, and satisfactory performance by the Contractor.

## **3.0 STATEMENT OF WORK TO BE PERFORMED**

The Community Online Reporting Service (CORS) will provide improved and free service to the public by offering a secure, effective method of reporting incidents using the Internet. Incidents that do not require a response from an officer, such as lost reports, will be filed online via the CORS.

The Report Distribution Service (RDS), at no-cost to the Department, will provide to the public and insurance companies the ability to purchase select police reports through a secure application. The first reports offered via the RDS are traffic collision reports, which account for approximately 85 percent of the reports requested each year.

By implementing the CORS and RDS together, the Department will not incur costs until year two, at which time annual maintenance and support will cost \$60,000 per year for years two through five for CORS, further described in Section 7.0. Maintenance and support for RDS will be provided at no-cost to the

City, as those costs will be covered by the convenience fee collected by Contractor described herein in Section 7.1.A. Maintenance and support will include 24/7 customer support, 99% uptime, an unlimited number of users and reports, and five years of data storage.

- A. During the term of this Agreement, Contractor will provide the Services, implement the tasks, and provide the Deliverables identified herein and in Attachment B, Statement of Work ("SOW").
- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 7.0, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor will perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.
- D. In the event that the City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 14.0, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Change Authorization Form, identified herein as Attachment C, is issued, whichever is appropriate, to include the additional work and payment.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by Attachment C a Change Authorization Form executed in accordance with Section 14.0 Amendments and Change Requests, of this Agreement, Contractor must notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.
- F. Upon the Effective Date of this Agreement, Contractor grants to City a nonexclusive, nontransferable license to use the Software for the term of the Agreement and will provide the Software services listed in the SOW.
- G. City acknowledges and agrees that all requests by City for additional features or functionality that fall outside of the SOW shall be addressed following the Effective Date and shall be quoted separately via Attachment C, Change Authorization Form, unless the additional features or functionality will affect the cost or term of the contract. If the cost or term of the contract is affected,

then an amendment will be prepared and executed in accordance with Section 14.1 of this Agreement.

#### **4.0 FINAL REPORT ACCEPTANCE AND APPROVAL**

- A. Upon completion of the System, Contractor must provide City with a System Acceptance Test Report and Notice of System Completion for the System, certifying that:
1. Contractor has completed all work as set forth in this Agreement, including all Attachments, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.
  2. Contractor has provided Deliverables to City that meet the requirements set forth in this Agreement and Attachment B, Statement of Work, for the System that Contractor seeks Final System Acceptance; and
  3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- B. City's review of the System's acceptability will include, but is not limited to testing and accepting or rejecting the system, confirming that the system meets the requirements as specified in Attachment B, Statement of Work, of this Agreement. Within fifteen (15) business days of receiving the Notice of System Completion from Contractor, City will either approve/sign or reject Contractor's Notice of System Completion. If City approves Contractor's Notice of System Completion, it will constitute formal acceptance of all Contractor's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, City will issue within fifteen (15) business days, a Notice of System Rejection specifying the reason(s) for such rejection. City and Contractor will meet promptly, but in no event later than ten (10) business days after City issues the Notice of System Rejection, to discuss the reason(s) for rejecting the system. Contractor will develop and have available at this meeting, a detailed plan identifying the specific action(s) to be taken by Contractor to address the issue(s) identified in the Notice of System Rejection.

If the City and the Contractor cannot agree on the resolution of issues necessary for City's approval of Contractor's Notice of System Completion, such differences will be resolved in accordance with Section 10.0, Disputes, of this Agreement.

The City must approve the Contractor's Notice of System Completion to begin Year One as described in Section 7.0, Compensation and Method of Payment and the Post Go-Live Support activities, as described in Attachment B, Statement of Work, Section 6.

- C. The Contractor will have fulfilled its obligations under this Agreement, when the Contractor completes all of the tasks and deliverables described in Attachment B, Statement of Work; the City has issued final acceptance and approval in writing.

#### **4.1 City Use of Deliverables**

If City determines that a Deliverable or any part thereof, requires correction prior to Final Acceptance, the City may use the Deliverable until such time as Contractor can remedy the identified deficiency. In the event that Contractor cannot remedy the identified deficiency, City may accept the deficiency and continue to use the Deliverable until such time as the parties mutually agree to terminate this Agreement pursuant to Section 12 of this Agreement.

### **5.0 PERSONNEL**

#### **5.1 Key Personnel**

- A. Project Manager  
Contractor will assign a designated project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing CORS/RDS.
- B. Staff Size  
The size of the staff employed by the Contractor in the performance of the Services must be kept consistent with Section 3.0, Statement of Work to be Performed.
- C. Identification of Key Personnel  
Key Contractor personnel to be assigned to this Agreement are identified in Attachment C, List of Key Contractor Personnel. Key Contractor personnel must be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.
- D. The City considers the services of Contractor's Key Personnel listed in Attachment C, List of Key Contractor Personnel, essential to Contractor's performance under this Agreement. Contractor will not reassign any key personnel without providing City prior written notice.

## **5.2 Changes in Key Personnel**

Contractor agrees to minimize changes to its key project personnel. City will have the right to request key project personnel changes. Approval of such requests by the City shall not be unreasonably denied.

## **5.3 Subcontractors**

### **A. Subcontracts/Joint Participation Agreements**

With prior written approval of Department, which approval will not be unreasonably withheld, Contractor may enter into subcontracts with other vendors, such as Coplogic, for the performance of portions of this Agreement. Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement will constitute any contractual relationship between any subcontractors and Department or any obligation on the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

### **B. Provisions Bind on Subcontracts**

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, will apply to all subcontractors in the same manner as to Contractor. In particular, Department will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

## **5.4 Background Checks**

To the extent permitted by applicable law and upon written notice to Contractor, the City may conduct background checks at its own expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks. The City may request changes to Contractor personnel pursuant to Section 5.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes pursuant to Section 5.1.D. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of this Section, as permitted by applicable law.

## 6.0 ACCESS TO CITY FACILITIES

- A. The City will provide the Contractor access to City facilities and personnel during City business hours. The City generally recognizes all State of California and National holidays.
- B. In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will provide the City with forty-eight (48) hours' notice prior to each requested access. Each such request will be subject to approval by the City.
- C. Subject to availability and the discretion of City, City will provide the following for the Contractor project team while the Contractor project team is working on City premises:
  - 1. Suitable office space, office supplies, furniture, telephone and other facilities.
- D. If City makes software, hardware, networks or other resources available to Contractor, City is responsible for obtaining any licenses or approvals related to such resources that may be necessary for Contractor or its subcontractors to perform the Services, including the development of any Deliverables. Contractor will be relieved of its obligations to the extent City's failure to promptly obtain such licenses or approvals adversely affect Contractor's ability to perform its obligations.

## 7.0 COMPENSATION AND METHOD OF PAYMENT

- A. City will pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Two Hundred Forty Thousand Dollars (\$240,000), for Maintenance and support ("Annual Fee") of CORS as follows:

<u>YEAR</u>	<u>AMOUNT</u>
Year One	\$0
Year Two	\$60,000
Year Three	\$60,000
Year Four	\$60,000
Year Five	\$60,000

The foregoing payment represents the total compensation to be paid by City to Contractor for services to be performed as designated in this Agreement.



- B. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement and City's obligations hereunder, is limited to the amount stated in Section 7.0(A). If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change will be executed by the parties. Contractor will not provide any Services, goods or equipment, and City will not pay for any Services, goods or equipment provided in excess of the funds appropriated by City for this Agreement.
- C. Annual Fee. Within thirty (30) days prior to the expiration of each year within the Initial Term and any subsequent Renewal Terms, Contractor shall send to City an invoice for the annual support and maintenance fee. The City shall pay Contractor an Annual Fee for which the Software license and support is being provided. The Annual Fee will reoccur on the anniversary date of the execution of this Agreement for each year thereafter.
- D. On Site Support. The City shall reimburse Contractor at the rate of US\$2,500 per day for each Contractor employee or contractor required for any on-site support incurred at the City's direct written request and authorization. This rate shall be paid for each day that Contractor personnel are required to be on the City's site. City will not pay for Contractor personnel travel time or travel expenses. In response to written City requests for Contractor to provide on-site routine non-emergency support, Contractor shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of City staff or other resources or materials. Any on-site support provided by Contractor shall only be invoiced by Contractor or paid by City if the problem arose due to something other than a defect in the Software. If this support is necessary and a cost would be incurred by LAPD, an amendment will be prepared in accordance with Section 14.1 of this Agreement.
- E. Late Payments. All invoices will be sent at least thirty (30) days prior to their due date.

## 7.1 Payment Terms and Reports

### A. Payment Due

The City will not charge a fee for traffic collision reports accessed through the RDS. In order to cover the cost of providing services of RDS, the Contractor will charge a convenience fee of \$7.00 for

community members and \$10.00 for commercial entities for each report sold through Contractor's Services.

## **B. Monthly Payments and Reports**

If monthly payments are applicable, the Contractor will make available to the City a detailed report of fee activity for the preceding month showing the Contractor's calculation of the amount of the City's Total Net Proceeds for the month. The Contractor will make available to City the following reports, if collected:

1. The number of reports sold by the Contractor during the prior month.
2. The total amount of fees collected by the Contractor resulting from report fees during the prior month.
3. The City's proceeds and the Contractor's proceeds during the prior month.
4. Cumulative year-to-date totals for the following: total fee proceeds collected by the Contractor; the City's proceeds; and, the Contractor's proceeds.
5. All required City reference numbers and identifying information to permit reconciliation, and any other information required.

The information outlined above can be accessed via the administrative web portal.

## **C. Invoices**

For Services provided under this Agreement, the Contractor will be paid by LAPD in accordance with Section 7.0, Compensation and Method of Payment, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the LAPD. The Contractor must include the following information, and any other documentation requested by LAPD, on each invoice:

- a. Date of invoice
- b. Invoice number
- c. Agreement number
- d. Description of services
- e. Amount of invoice

## **D. Ratification**

At the City's request, the Contractor may have provided services prior to the execution of this Agreement. To the extent that such services

were performed in accordance with the terms and conditions of this Agreement those services are hereby ratified.

## **7.2 Retention of Records**

The Contractor will maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than five (5) years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last.

Said records will be subject to examination and audit by authorized City personnel or by the City's representative during the term of this contract or within the five (5) years following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. The parties agree that the audit may only occur provided that: (1) City gives the Contractor thirty (30) days' prior written notice of such audit; (2) the audit is limited to no more than once per calendar year; and (3) the audit occurs during the other party's normal business hours and must not interrupt Contractor's daily business. The Contractor agrees to abide by all security policies and other applicable policies of the other party in conducting such audits.

The parties agree and acknowledge that because City will not have access to other law enforcement agencies' data, Contractor shall not be entitled to audit the City's records.

## **7.3 Discount Terms**

In lieu of PSC 25 of Attachment A, the following shall be applicable to this Agreement: Contractor agrees to offer discount terms to the City as offered to its best customers provided that all of the Terms and Conditions of another agreement are substantially similar to those terms and conditions requested by City. LN does not represent nor does this Agreement require any process to track discounts offered to customers.

## **8.0 WARRANTIES**

### **8.1 Services Warranty**

Contractor warrants that it performs each Contractor service using reasonable care and skill and according to the current description contained in Attachment B, Statement of Work.

The Contractor hereby represents and warrants that it has the right and authority to make the Online Services and Materials available to the City pursuant to this Agreement.

**Software Warranty.** Contractor warrants that from the date of this Agreement, the Software will function given the original configuration is not replaced or changed by City. Contractor warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent City's use of the Software.

Contractor warrants the Services do not knowingly violate, infringe, or misappropriate any intellectual property rights of any third party.

## **8.2 City's Representations and Warranties**

City represents and warrants to Contractor that City is fully authorized to disclose City reports and related data to Contractor in accordance with this Agreement and to grant Contractor the rights to provide the Services as described herein. In performing their respective obligations under this Agreement, each party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity.

City warrants that (1) it will make no efforts to reverse engineer the Software; (2) it will not make any modifications or enhancements or derivative works based on the Software without Contractor's express written consent; (3) it will not sell the Software to any person or make any other commercial use of the Software; and (4) its use of the Software and/or Services will not infringe on any issued patent, copyright, trade secret, trademark or other intellectual property when used in accordance with the terms of this Agreement.

City warrants that it shall retain all copyright and trademark notices on the Software and Documentation and/or Services and shall take other necessary steps to protect Contractor's intellectual property rights.

## **8.3 Contractor's Limitation of Warranty**

Due to the nature of public record information, the public records and commercially available data sources used in the Services may contain errors and are generally not free from defect, nor are they a comprehensive compilation of the data.

1. During the warranty period, Contractor's entire liability and City's sole and exclusive remedy for breach of the foregoing warranties shall be, at Contractor's option, to:
  - a. Return to City the maintenance fee for the period in which the Software, hardware, and/or Services did not perform according to this warranty, or
  - b. Repair the defects within fifteen (15) business days of receiving written notification of such defects, or
  - c. Replace the Software and/or hardware, as applicable.

FOR PURPOSES OF THIS SECTION 8, "CONTRACTOR" INCLUDES CONTRACTOR AND ITS AFFILIATED, SUBSIDIARY, AND PARENT COMPANIES. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONTRACTOR SOFTWARE, SOLUTIONS, AND SERVICES PROVIDED HEREUNDER AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

To the extent permitted by applicable law, Contractor's entire liability for any claim(s) resulting from its acts or omissions under this Agreement shall not exceed fifty thousand dollars (\$50,000.00) in the aggregate.

Notwithstanding the foregoing, or any other provision in this Agreement to the contrary, in no event will Contractor be liable for indirect, incidental, special, punitive, exemplary or consequential damages included but not limited to loss of goodwill, loss of profits, loss of or interruption of business, of any kind of nature, however caused.

## 9.0 OWNERSHIP

In lieu of PSC 23 of Attachment A, the following will be applicable to this Agreement: The City agrees that its access to and use of the Contractor's Services and materials contained therein does not give the City any intellectual property right, title or interest in the Contractor's Services and materials. Contractor will retain all right, title, and interest with respect to all of its intellectual property, regardless of whether such information or intellectual property is embodied in any materials or deliverables provided to the City in performance of this Agreement. Except as provided for in such commercial license, no other rights, express or implied, will inure to the benefit of the City.

## **9.1 Continued Requirements**

The requirements of this Section 9 will survive termination of this Agreement.

## **10.0 DISPUTES**

Both parties will undertake, in good faith, to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor will schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting will allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

To the extent commercially reasonable, Contractor and City will continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter will govern the procedure and rights of the parties with regard to claims arising from this Agreement.

## **11.0 INTELLECTUAL PROPERTY INDEMNIFICATION AND WARRANTY**

In lieu of PSC 21 and 22 of Attachment A, the following will be applicable to this Agreement:

### **11.1 Intellectual Property Indemnification**

The Contractor's duties to defend and indemnify the City in accordance with PSC-21 are conditioned upon the following: (a) the City promptly notifying Contractor in writing of the infringement claim; (b) Contractor has primary responsibility for defense, consistent with Section 271-273 of the Official City of Los Angeles Charter; (c) if the claimed infringement can be avoided by modifications to the design of the work the City agrees to such modifications provided that the form, fit and function of the work is not adversely affected in any material way; and (d) the City provides Contractor with reasonable assistance in the defense and settlement of the infringement claim, at Contractor's reasonable expense.

Contractor will have no duty to defend or indemnify for any infringement claim that (i) results from compliance with the written design modifications directed by the City after the execution date of this Agreement (to the extent that the infringement would not have occurred but for the direction

of the City); (ii) results from an addition to or change performed by the City or a third party to the work after delivery by the Contractor, and (iii) results from City's misuse and/or unauthorized use or reproduction of the Software pursuant to this Agreement.

Should the Online Services or the operation thereof become, or in the opinion of Contractor be likely to become, the subject of a claim of infringement, City will permit Contractor, at its option and expense, either: (i) to procure for City the right to continue using the Online Services, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) to terminate the Agreement upon notice to City and grant City a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

The foregoing states the entire liability of Contractor with respect to an infringement claim arising under this contract.

### **11.2 Intellectual Property Warranty**

City's use will not infringe on any issued patent, copyright, trade secret, trademark or other intellectual property when used in accordance with the terms of this Agreement.

### **11.3 Survival of Provisions**

The Provisions of Section 11 will survive termination of this Agreement.

## **12.0 DEFAULTS, SUSPENSION AND TERMINATION**

If at any time during the term of this Agreement, the work does not meet performance standards/perform services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor will respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR is set forth as Attachment E.

### **12.1 Defaults**

If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a force majeure causes the failure) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by the City for failing to pay any amount when due under this Agreement, which must be cured immediately, the defaulting party will have thirty (30) calendar days after receipt of the notice of

default to either cure the default or, if the default is reasonably not curable within thirty (30) calendar days, provide a written cure plan that is reasonably acceptable to the non-defaulting party. The defaulting party will begin implementing the cure plan promptly after receipt and approval of notice by the non-defaulting party.

If a defaulting party fails to cure the default as provided above in this Section, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of the applicable order or this Agreement. In the event of termination for default, each party will promptly return to the other party any of its Confidential Information. If City is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, City may as its exclusive remedy recover from Contractor reasonable costs actually incurred by City to complete the services less the unpaid portion of the Contract Price for those services. City will mitigate damages and provide Contractor with detailed invoices concerning the incurred costs substantiating the charges.

## **12.2 Suspension**

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which will be effective upon receipt.

- A. Said notice will set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement will be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance must not resume without the prior written approval of City.

## **12.3 Termination for Convenience**

- A. Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) calendar days written notice prior to the effective date of such termination, which date must be specified in such notice.
- B. All completed Deliverables, or portions thereof, prepared by Contractor under this Agreement will be delivered to City.



- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor will provide to City copies of all materials related to completed Deliverables specified in this Agreement.
- D. Upon termination, City will compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

#### **12.4 Termination for Cause**

City may terminate this Agreement for cause by giving Contractor thirty (30) day's prior written notice of breach. Contractor will have thirty (30) calendar days from the date of City's notice of breach to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable to meet within the thirty (30) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 12.0, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 12.3.

Contractor may terminate this Agreement for cause by giving City 30-day's prior written notice of breach if (1) City fails to pay any amount due more than 180 days to Contractor under this Agreement; (2) City fails to perform any obligation required of City under this Agreement; (3) City becomes bankrupt or insolvent. City will have thirty (30) calendar days from the date of Contractor's notice of breach to cure such breach.

#### **12.5 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the parties will promptly notify its employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

### **13.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

#### **13.1 Confidentiality and Restrictions on Disclosure**

- A. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the

performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity unless permitted under this Agreement and applicable law. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.

- F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.
- H. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from other party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by City in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Contractor without the participation of individuals who have had access to the Confidential Information or (v) is required to be disclosed by court order or applicable law.
- I. Contractor acknowledges that the City is a governmental agency and may be required to disclose certain information to third parties relating to this Agreement including documentation, records, or otherwise contemplated by this Agreement which may be subject to the California and/or Federal Public Records Act. The City shall not disclose any information set apart and marked "confidential," "proprietary" or "trade secret" by Contractor if information is exempt under state or federal law including but not limited to Cal Pub Contract Code § 20101 (2014); Cal Gov Code §§ 6254 (k) and 6254 (5) (A) (2014); Cal Evid Code § 1060 (2014); Cal Civil Code § 3426.1(d) (2014) and relevant case law.
- J. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City.

### **13.2 Provisions Apply to Subcontracts**

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 13.

## **14.0 AMENDMENTS AND CHANGE REQUESTS**

### **14.1 Amendments**

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor will be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that City provides Contractor with prompt notice of such future City directives, rules, amendments or requirements and provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization or amendment negotiated in good faith by the parties. If the parties are unable to agree upon a change request, either party may exercise its right to terminate for convenience in accordance with Section 12.3 above.

### **14.2 Change Requests**

#### **A. City Technical Change Requests**

During the term of this Agreement, City will have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 3.0, Statement of Work to be Performed, of this Agreement. A "change," as that term is used in this Section means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 3.0 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 7.0 (A) of this Agreement. City will make a formal written request, per the procedure outlined, with respect to each change it desires to make.

## B. Change Proposal

Within ten (10) calendar days following Contractor's receipt of City's written Change Request, Contractor will prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;
2. Schedule impact of the change for current and subsequent Deliverables;
3. Impact of the change on any other part of this Agreement;
4. Estimated California Sales Tax impact, if any;
5. The period of time for which such statement is valid, but not less than sixty (60) days; and
6. City contract number and date of contract.

## C. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City will deliver to Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 14.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto will be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes will be treated as a dispute and subject to the provisions of Section 10, Disputes, of this Agreement.

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

## 15.0 SUCCESSORS AND ASSIGNS

### 15.1 Contractor's Successors and Assigns

All indemnifications and warranties provided by Contractor pursuant to this Agreement will be assumed by and binding upon Contractor's successors and assigns.

### 15.2 Survival of Provisions

The provision of this Section 15 will survive termination of this Agreement.

## 16.0 STANDARD PROVISIONS

The Contractor must comply with the requirements of the *Standard Provisions for City Contracts (Rev. 3/09)*, attached hereto as Attachment A and incorporated herein by reference, with the exception of PSCs 10, 17, 20, 21, 22, 23, and 25. Requirements related to PSC 10 have been addressed in Section 12, Defaults, Suspension and Termination; PSC 17 has been in addressed in Section 7.2 Retention of Records, PSCs 20, 21 and 22 have been addressed in Section 11 – Intellectual Property Indemnification and Section 8, Warranty; PSC 23 – Ownership has been addressed in Section 9; and PSC 25 – Discount Terms in Section 7.3.

- 16.1** The Contractor must access insurance information on the Internet through the City Administrative Officer (CAO) Risk Management website. For information, go to:

[http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf)

Through the TRACK4LA system, a broker can have insurance approval within 24 hours.

- 16.2** The Contractor will obtain and keep current a Business Tax Registration Certificate Number and all such certificates required of it and will not allow any such certificate(s) to be revoked or suspended while any contract is in effect.

For compliance details, contact the Office of Finance, Tax and Permit Division at (213) 473-5901 or write to:

Office of Finance, Tax and Permit Division  
200 North Spring Street  
Room 101  
Los Angeles, CA 90012

Contractors also may apply online:  
<http://finance.lacity.org/form/taxregistrationv4.pdf>

## **17.0 ENTIRE AGREEMENT**

### **17.1 Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

### **17.2 Number of Originals and Attachments**

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-E listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (rev. 03/09)

Attachment B – Statement of Work

Attachment C – List of Key Contractor Personnel

Attachment D – Change Authorization Form

Attachment E – Contractor Discrepancy Report

Attachment F – Security and Limited Usage Rights and Restrictions

### **17.3 Order of Precedence**

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence will apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and LexisNexis Claims Solutions Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 3/09)
- 3) Attachment B, Statement of Work

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.


*[Signature page follows.]*

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

LEXISNEXIS CLAIMS SOLUTIONS INC.

By: \_\_\_\_\_  
CHARLIE BECK  
Chief of Police

By:  \_\_\_\_\_  
BILL MADISON  
CEO Insurance Data Solutions  
LexisNexis Claims Solutions Inc.

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

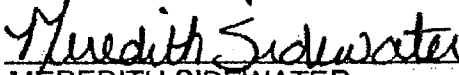
Date: 7.6.15

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2<sup>nd</sup> Corporate Officer)

By: \_\_\_\_\_  
ANTHONY-PAUL DIAZ  
Deputy City Attorney

By:  \_\_\_\_\_  
MEREDITH SIDEWATER  
SVP and General Counsel  
LexisNexis Claims Solutions Inc.



7.2.15

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

Date: 7.6.15

ATTEST:

(Contractor's Corporate Seal or Notary)

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

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

City Business License Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: 52-1471842

Agreement Number \_\_\_\_\_



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**ATTACHMENT A**

**STANDARD PROVISIONS FOR CITY CONTRACTS  
(REV. 3/09)**

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STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 CONSTRUCTION OF PROVISIONS AND TITLES HEREIN..... 1

PSC-2 NUMBER OF ORIGINALS..... 1

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT..... 1

PSC-4 TIME OF EFFECTIVENESS..... 2

PSC-5 INTEGRATED CONTRACT..... 2

PSC-6 AMENDMENT..... 2

PSC-7 EXCUSABLE DELAYS..... 2

PSC-8 BREACH..... 2

PSC-9 WAIVER..... 3

PSC-10 TERMINATION..... 3

PSC-11 INDEPENDENT CONTRACTOR..... 4

PSC-12 CONTRACTOR'S PERSONNEL..... 4

PSC-13 PROHIBITION AGAINST ASSIGNMENT OR DELEGATION..... 5

PSC-14 PERMITS..... 5

PSC-15 CLAIMS FOR LABOR AND MATERIALS..... 5

PSC-16 CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION  
CERTIFICATE REQUIRED..... 5

PSC-17 RETENTION OF RECORDS, AUDIT AND REPORTS..... 5

PSC-18 FALSE CLAIMS ACT..... 6

PSC-19 BONDS..... 6

PSC-20 INDEMNIFICATION..... 6

PSC-21 INTELLECTUAL PROPERTY INDEMNIFICATION..... 6

TABLE OF CONTENTS (Continued)

PSC-22	<u>INTELLECTUAL PROPERTY WARRANTY</u> .....	7
PSC-23	<u>OWNERSHIP AND LICENSE</u> .....	7
PSC-24	<u>INSURANCE</u> .....	8
PSC-25	<u>DISCOUNT TERMS</u> .....	8
PSC-26	<u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u> .....	8
PSC-27	<u>NON-DISCRIMINATION</u> .....	8
PSC-28	<u>EQUAL EMPLOYMENT PRACTICES</u> .....	9
PSC-29	<u>AFFIRMATIVE ACTION PROGRAM</u> .....	11
PSC-30	<u>CHILD SUPPORT ASSIGNMENT ORDERS</u> .....	15
PSC-31	<u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u> .....	16
PSC-32	<u>AMERICANS WITH DISABILITIES ACT</u> .....	17
PSC-33	<u>CONTRACTOR RESPONSIBILITY ORDINANCE</u> .....	18
PSC-34	<u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</u> .....	18
PSC-35	<u>EQUAL BENEFITS ORDINANCE</u> .....	18
PSC-36	<u>SLAVERY DISCLOSURE ORDINANCE</u> .....	19
	EXHIBIT 1 – INSURANCE CONTRACTUAL REQUIREMENTS .....	20

## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

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

### **PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

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

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

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

**PSC-6. AMENDMENT**

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

**PSC-7. EXCUSABLE DELAYS**

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

**PSC-8. BREACH**

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

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

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

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

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

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

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

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

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

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

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

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



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

**PSC-18. FALSE CLAIMS ACT**

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

**PSC-19. BONDS**

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

**PSC-20. INDEMNIFICATION**

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

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

#### **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

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

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

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

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

#### **PSC-24. INSURANCE**

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

#### **PSC-25. DISCOUNT TERMS**

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

#### **PSC-26. 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-27. NON-DISCRIMINATION**

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

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

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

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

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

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the CITY for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities;
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

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

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

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

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.



- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

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

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

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

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

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

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

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

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

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

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

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

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

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

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

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

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

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

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

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

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interest May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

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

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



### Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: LexisNexis Claims Solutions, Inc. Date: January 2015

Agreement/Reference: Community Online Reporting Service and Report Distribution Service  
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

**Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)** WC Statutory  
EL \_\_\_\_\_  
 Waiver of Subrogation in favor of City  Longshore & Harbor Workers  
 Jones Act

**General Liability** \$1,000,000  
 Products/Completed Operations  Sexual Misconduct \_\_\_\_\_  
 Fire Legal Liability \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_

**Professional Liability** (Errors and Omissions) \$1,000,000

\_\_\_\_ **Property Insurance** (to cover replacement cost of building – as determined by insurance company) \_\_\_\_\_  
 All Risk Coverage  Boiler and Machinery  
 Flood \_\_\_\_\_  Builder's Risk  
 Earthquake \_\_\_\_\_  \_\_\_\_\_

\_\_\_\_ **Pollution Liability** \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Surety Bond – Performance and Payment (Labor and Materials) Bonds** 100 % of Contract Price  
\_\_\_\_ **Crime Insurance** \_\_\_\_\_

Other: If City pays Contractor for mileage/travel, then Auto Liability of \$1,000,000 is required.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF LOS ANGELES**  
**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 must 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) included in your CITY documents.

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.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of 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 primarily 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. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) 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.

**Acceptable Alternatives to Acord Certificates and other Insurance Certificates:**

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

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 through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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 Office of the City Administrative Officer, Risk Management 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.

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**ATTACHMENT B**

**STATEMENT OF WORK**

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# Statement of Work

For  
LexisNexis Risk Solutions

## **LOS ANGELES POLICE DEPARTMENT**

Community Online Reporting Service (CORS)  
and  
Report Distribution Service (RDS)

December 15, 2014

Contract # \_\_\_\_\_

**PROPRIETARY INFORMATION:** This document contains information that is proprietary property of LexisNexis. The information contained herein shall not be published, disclosed to others, duplicated in whole or in part, or used for any purpose other than in specific execution of this Statement of Work.



## TABLE OF CONTENTS

1	<b>Purpose of this Statement of Work</b> .....	3
2	<b>Roles and Responsibilities</b> .....	4
3	<b>Governance/Project Management</b> .....	5
4	<b>Design</b> .....	6
4.1	CORS Design .....	6
4.2	RDS Design .....	8
5	<b>Implementation</b> .....	9
5.1	CORS Implementation .....	9
5.2	RDS Implementation .....	11
6	<b>Rollout (Post Go-Live Support)</b> .....	13
6.1	CORS .....	13
6.2	RDS .....	14
7	<b>Deliverable/Payment Schedule</b> .....	15
8	<b>List of Appendices</b> .....	16
	Appendix A: Project Plans	
	Appendix B: Requirements Traceability Matrices	
	Appendix C: CORS to ICARS Integration Overview	



CORS and RDS  
STATEMENT OF WORK

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**1 Purpose of this Statement of Work**

This Statement of Work (SOW) defines the scope of work to be accomplished by LexisNexis (hereinafter referred to as "Contractor") and Coplogic, Inc., (hereinafter referred to as "Subcontractor"), for the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Department"). The Contractor will be providing the implementation services for the Report Distribution Service (RDS), and the Subcontractor will be providing the implementation services for the Community Online Reporting Service (CORS) under the terms and conditions of this Agreement.

The purpose of CORS is to provide an improved service to members of the public by offering a secure, effective method of reporting incidents via the Internet. The purpose of RDS is to provide involved parties of traffic collisions, insurance companies and other authorized parties, as per Section 20012 of the California Vehicle Code, the ability to purchase select police reports such as collision reports ("Reports") through a secure, Web-based application for a fee. The CORS and RDS will be in compliance with Section 508 of the Rehabilitation Act, and the associated Web Content Accessibility Guidelines (WCAG) contained in the Act, in order to provide individuals with disabilities equal access to these Department systems.

The responsibilities of the Contractor, Subcontractor, and the City are defined herein and preliminary Project Schedules are provided. The Contractor will schedule a weekly call with the Department throughout the implementation process and provide a conference bridge number to the Department participants. The purpose of this call will be to review the progress of the CORS and RDS projects' implementation schedule, coordinate tasks, and identify potential risks to the timeline. When required, the Contractor will provide a WebEx link to all participants. Additionally, the Contractor will provide weekly notes/minutes to all participants following each call.

The Department will provide the Contractor with a list containing each participant's name, email address and phone number.



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## **2 Roles and Responsibilities**

LexisNexis, Coplogic Inc., and the City of Los Angeles – Los Angeles Police Department, will collaborate in a joint effort to provide all deliverables as defined in this proposal:

The Contractor and Subcontractor will designate a Project Manager (PM) and a Project Management Team that will be responsible for the execution of this SOW and will work directly with the Department. The Contractor will be responsible for the execution of RDS and will have functional oversight over CORS. The Subcontractor will be responsible for the execution of CORS. Management tasks include defining, planning, directing, and controlling the effort to accomplish the objectives as defined in the contract and contained in this SOW. The PM will be the primary Point of Contact for LAPD communications from the Contractor and Subcontractor.

The PM's responsibilities include:

- Review the SOW and any associated documents with the LAPD PM
- Maintain project communication through the LAPD PM and the Contractor and Subcontractor
- Ensure proper documentation, configuration, and procedural standards for the project
- Conduct project status meetings on-site, or via conference calls and WebEx when necessary
- Prepare and submit Weekly Status Reports
- Update the project Gantt Charts to accurately reflect progress
- Review and administer Project Change Control with the LAPD PM

### **Assumptions: LAPD Roles, Resources & Availability**

LAPD will staff the following roles for the duration of the project and make them available in a timely manner to the Contractor, Subcontractor, and their respective client partners when deemed necessary:

- Project Sponsor
- Project Manager
- Subject Matter Experts
  - Subject Matter Expert(s) Records & Identification for the Integrated Crime and Arrest Records System (ICARS)
  - Subject Matter Expert(s) Office of Operations
  - Subject Matter Expert(s) for security and SecureAuth
  - Subject Matter Expert(s) for report submission process
  - Application Architect for ICARS
  - ICARS Administrator
  - ICARS Support
  - Network Administrator





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### **3 Governance/Project Management**

This section includes all activities, deliverables, acceptance criteria and assumptions for providing the required project management as well as program management for a successful implementation of both CORS and RDS:

#### **Activities:**

- LexisNexis establishes and maintains Contract Management. Contracts Management is provided by the LexisNexis Project Manager, and ensures compliance with the contract items, terms and conditions. Including any changes to the contract.
- LexisNexis establishes and maintains Risk Management. Any risk identified, and the appropriate risk mitigation strategy is subject to the Weekly Status Report.
- LexisNexis and Coplogic establish and maintain a Communication Plan. The LexisNexis and Coplogic Project Managers are to provide communication, escalation, and issue tracking details in the Project Charter.
- LexisNexis will provide a comprehensive Weekly Status Report for both projects that will include meeting minutes, project tasks completed to date, tasks scheduled for coming week, potential risks that will impact the project schedule, status of outstanding issues, and action items.

#### **Contractor and Subcontractor Deliverables:**

- Project Kickoff Meeting
- Project Charter, to be delivered no later than 5 business days after Kickoff Meeting
- Weekly Status Meeting
- Weekly Status Report
- Project Plan (see Appendix A); initial plan to be delivered no later than 5 business days after Kickoff Meeting (to be updated throughout the project)
- Respective CORS and RDS Requirements Traceability Matrix (see Appendix B)

#### **Acceptance Criteria:**

- LAPD will make all reasonable efforts to review all deliverables and raise any concerns to LexisNexis and Coplogic within 10 business days. If the LAPD does not raise concerns within 30 business days of receipt of the deliverable, the deliverable will be deemed accepted. LAPD consolidates deliverable feedback into a single list and communicates via email to the LexisNexis Project Manager and will copy the Coplogic Project Manager.

#### **Assumptions:**

- LAPD assigns a Project Manager for the CORS and the RDS deployment.
- LAPD assigns an Executive Sponsor for the CORS and the RDS deployment.



## **4 Design**

### **4.1 CORS Design**

This section includes all activities, deliverables, acceptance criteria, and assumptions for the required design exercise needed for the successful implementation of the Community Online Reporting Service (CORS).

#### **Activities:**

- Review initial CORS to ICARS Integration Design Overview (Appendix C).
- Review CORS Requirements Traceability Matrix.
- Coplogic will define the target architecture.
- Coplogic will provide links to the CORS staging environment.
- Coplogic will develop a working interface between CORS and ICARS.
- Coplogic will host CORS in a secure environment and will retain submitted incident reports for a minimum of five (5) years with all data submitted considered the Property of LAPD.
- Coplogic will ensure that CORS has the ability to determine LAPD jurisdiction and associated geographic area based on street address provided.
- Coplogic will provide a FAQ template.
- Coplogic will develop in conjunction with LAPD the RDS initial promotional flier.
- Coplogic will provide electronic templates of promotional fliers, as well as the RDS promotional flier, that can be modified for future needs.
- Coplogic will continue to update the Project Plan accordingly.

#### **Deliverables:**

- CORS Overview Document
- CORS to ICARS Integration Design Document
- CORS Test Plan
- 2,100 tri-fold fliers provided by Coplogic

#### **Acceptance Criteria:**

- LAPD will make all reasonable efforts to review all deliverables and raise any concerns to LexisNexis and Coplogic within 10 business days. If the LAPD does not raise concerns within 30 business days of receipt of the deliverable, the deliverable will be deemed accepted. LAPD consolidates deliverable feedback into a single list and communicates via email to Coplogic Project Manager and copies the LexisNexis Project Manager.

#### **Assumptions:**

- LAPD will identify Subject Matter Experts to attend the design meetings; SME's are required, at a minimum, for the following areas of expertise:
  - ICARS Database and Application Architects
  - Business Analysts
  - Security and SecureAuth administrators



CORS and RDS  
STATEMENT OF WORK

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**CORS Design Assumptions continued:**

- Network Administrator
- Application SME's as required
- LAPD will provide a link to the ICARS DEV Server.
- LAPD and the ICARS support vendor will work with Coplogic to determine the mapping and file formats for Incident Reports submitted through CORS to be uploaded into ICARS.
- LAPD will provide written permission for Incident Reports (submitted through CORS and are more than five years old) to be purged from Coplogic's server. Note: approved Incident Reports submitted through CORS will be uploaded to ICARS on a daily basis.
- LAPD will provide Comma Separated Value (CSV) Street Address file, Intersection file, and Common Place file.
- LAPD will provide server space on the DMZ for the ReportBridge software.



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## 4.2 RDS Design

This section includes all activities, deliverables, acceptance criteria, and assumptions for the required design exercise needed for the successful implementation of the Report Distribution Service (RDS).

### Activities:

- Review RDS Requirements Traceability Matrix.
- LexisNexis will define the target architecture.
- LexisNexis will provide a link to the RDS staging environment.
- LexisNexis will purchase and deliver RDS Report Staging Server.
- LexisNexis and LAPD will review available system reports and will modify or develop any additional reports as needed.
- LexisNexis will host RDS in a secure environment and will retain traffic collision reports for a minimum of two (2) years.
- LexisNexis will provide a FAQ for posting on LAPD Online.
- LexisNexis will develop in conjunction with LAPD and provide promotional fliers and "Exchange of Information" cards.
- LexisNexis will continue to update the Project Plan accordingly.

### Deliverables:

- RDS Overview Document.
- RDS Test Plan.
- RDS dedicated Report Staging Server.
- Promotional materials for LAPD public areas and 5,000 "Exchange of Information" cards; additional promotional materials and cards available upon LAPD request.

### Acceptance Criteria:

- LAPD will make all reasonable efforts to review all deliverables and raise any concerns to LexisNexis or one of LexisNexis's technical partners within 10 business days. If the LAPD does not raise concerns within 30 business days of receipt of the deliverable, the deliverable will be deemed accepted. LAPD consolidates deliverable feedback into a single list and communicates via email to the LexisNexis Project Manager.

### Assumptions:

- LAPD will identify Subject Matter Experts to attend the design meetings; SME's are required, at a minimum, for the following areas of expertise:
  - ICARS Database and Application Architects,
  - Business Analysts
  - Network Administrator
  - Application SME's as required
- LAPD will provide written permission for Traffic Collision Reports more than two (2) years old to be purged from LexisNexis's Hosting Server. Note: Traffic Collision reports are pushed from Kofax to the RDS Report Staging Server in a separate transaction; this will not affect the reports stored in ICARS.



## **5 Implementation**

The implementation of the CORS or the RDS application can only begin if all activities and deliverables outlined in the Design Phase have been accepted.

### **5.1 CORS Implementation**

This section includes all activities, deliverables, acceptance criteria and assumptions for implementing the CORS application into a live production environment.

#### **Activities:**

The tasks below are performed per the CORS Overview Document and the CORS to ICARS Integration Design Document.

#### CORS Staging Environment

- Coplogic will install and configure the ReportBridge software on the CORS Staging Server.
- Coplogic builds the CORS interface in the CORS Staging Environment.
- Coplogic will develop the CORS to ICARS interface based on the specified target hardware, architecture, and existing application (ICARS - Development Environment).
- Coplogic will setup a System Administrator Account.
- Coplogic will perform thorough Unit Testing on the CORS Staging Environment.
- Coplogic, LAPD, and the ICARS support vendor will perform Integration Testing on the CORS Staging Environment.
- Coplogic will resolve any critical issues found during the Unit and Integration testing prior to User Acceptance Testing (UAT).
- LAPD performs the UAT on the CORS Staging Environment and per the CORS Test Plan.
- Coplogic and LAPD will work together to identify and correct critical defects found in their respective areas of responsibility during the UAT prior to Go-Live.
- Coplogic will provide training to the end-users and System Administrators prior to the system Go Live. Training will be provided in person, on premise at LAPD facilities, unless it is determined by both parties, that a WebEx session(s) is preferred.
  - System Administrator Training – One (1) three (3) hour training session.
  - User Administrator Training – One (1) one (1) hour training session.
  - Geographic Area Reviewer Training – will be presented as a “Train-the-Trainer” session. One (1) one and a half (1.5) on premise kick off training session and six (6) one and a half (1.5) hour WebEx training sessions.
  - Area Records Reviewer Training – will be presented as a “Train-the-Trainer” session. One (1) one and a half (1.5) on premise kick off training session and six (6) one and a half (1.5) hour WebEx training sessions.

#### CORS Production Environment

- Coplogic conducts the Pre-Go Live meeting to review and finalize the transition plan.
- Coplogic assembles updates to the target architecture, application architecture, and transition plan section of the CORS Overview Document.
- Coplogic will provide a link to the CORS Production Environment.
- Coplogic moves the CORS to ICARS interface to the Production Environment.



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**CORS Implementation Activities (for PROD) continued:**

- LAPD to perform Internal Smoke Test on the Production Environment prior to Go Live.
- Coplogic initiates the Production Environment and begins acceptance of reports and pushing them to the LAPD ReportBridge per the transition plan.
- LAPD places the CORS promotional information, link to the CORS Production Environment, and FAQ on the LAPD Online website.

**Deliverables:**

- CORS Staging Environment Deliverables:
  - Deployed Staging Environment ready for User Acceptance Testing.
  - UAT Completion Document for review and approval.
  - System Administrator Training Manuals.
  - User Administrator Training Manuals.
  - Geographic Area Reviewer Training Manuals.
  - Area Records Reviewer Training Manuals.
- CORS Production Environment Deliverables:
  - Finalized CORS Overview Document
  - CORS is deployed in Production.

**Acceptance Criteria:**

- Deployed Staging Environment
  - Delivered CORS application is constructed as specified in the CORS Overview Document and the CORS to ICARS Integration Design Document
  - Coplogic ensures that all current ICARS functionality, including any existing customizations, will continue to function as-is, without affecting ICARS users.
  - All critical User Acceptance Test issues have been resolved.
- Deployed Production Environment
  - Successful PROD Smoke Test.
  - CORS Production Environment is successfully rolled out to all users.

**Assumptions:**

- User Acceptance Test is limited to ten business days in duration, assuming all UAT issues can be resolved during this time.
- LAPD is responsible for user acceptance testing and contributing to integration testing.



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## 5.2 RDS Implementation

This section includes all activities, deliverables, acceptance criteria and assumptions for implementing the RDS application.

### Activities:

#### RDS Staging Environment

- LexisNexis will configure and install RDS Report Staging Server.
- LexisNexis builds the RDS interface in the RDS Staging Environment.
- LexisNexis will provide the link to the Administrative Portal in the RDS Staging Environment.
- LAPD will configure Kofax and begin pushing traffic collision reports to the RDS Staging Server.
- LexisNexis will setup a System Administrator Account.
- LexisNexis will setup initial Records Administrator Accounts.
- LexisNexis will begin indexing reports in preparation for all testing activities.
- LexisNexis will perform thorough Unit Testing.
- LexisNexis and LAPD will perform Integration Testing on the RDS Staging Environment.
- LexisNexis will resolve any critical issues found during the Unit and Integration prior to UAT.
- LAPD performs User Acceptance Testing (UAT) on the RDS Staging Environment and per the RDS Test Plan.
- LexisNexis and LAPD will work together to identify and correct defects found in their respective areas of responsibility during the UAT.
- LexisNexis will provide training to the System Administrator and end-users prior to the system Go Live. Training will be provided in person, on premise at LAPD facilities, unless it is determined by both parties, that a WebEx session(s) is preferred.
  - Records Administrator Training – will be a “Train-the-Trainer” setting and will be approximately sixty (60) minutes in duration and will be held for three (3) days with four (4) individual sessions per day and 25 attendees maximum per class.
  - On-going web-based training will be provided by the Contractor training staff as requested by the Department.
  - On-line training material will be made available and will be updated as necessary.

#### RDS Production Environment

- LexisNexis conducts the Pre-Go Live meeting to review and finalize the transition plan.
- LexisNexis will provide a link to the RDS Production Environment.
- LAPD to perform Internal Smoke Test on the Production Environment prior to Go Live.
- LAPD places the RDS promotional information, link to the RDS Production Environment, and FAQ on the LAPD Online website.

### Deliverables:

- RDS Staging Environment Deliverables:
  - Deployed Staging Environment ready for User Acceptance Testing.
  - UAT Completion Document for review and approval.
  - RDS System Administrator Training Manual
  - RDS Records Administrator Training Manual



**RDS Implementation Deliverables continued:**

- RDS Production Environment Deliverables:
  - Finalized RDS Overview Document
  - RSD is deployed in Production

**Acceptance Criteria:**

- Deployed Staging Environment Deliverable
  - Delivered RDS application is constructed as specified in the RDS Overview Document where/when completed.
  - All critical User Acceptance Test issues have been resolved
- Deployed Production Environment Deliverable
  - Successful Smoke Test and Go Live Decision.
  - RDS applications Deployed in Production.

**Assumptions:**

- User Acceptance Test is limited to ten business days in duration, assuming all UAT issues can be resolved during this time.
- LAPD is responsible for user acceptance testing and contributing to integration testing.





## **6 Rollout (Post Go-Live Support)**

Note: Rollout for the CORS or RDS can only be conducted if the corresponding Implementation phase for the CORS or RDS has been completed and accepted.

### **6.1 CORS Rollout**

This section includes all activities, deliverables and assumptions for providing Post Go-Live support of the CORS Production Environment:

#### **Activities:**

- Coplogic will host CORS for the LAPD 24 hours a day, 7 days a week, with a 99% uptime.
- Coplogic will support CORS in any technical capacity necessary to ensure production functionality and provide help desk support for handling inquiries and problems.
- Coplogic will provide online and toll-free telephone-based customer service for LAPD and community members between the hours of 5:00 a.m. and 5:00 p.m. (Pacific Time) and call back phone support will be provided after hours.
- Coplogic will ensure the system regains operations within 72 hours after operations were suspended due to application failure.
- Coplogic will work with LAPD to resolve any issue and ensure LAPD is 100% satisfied.
- Coplogic will correct any element of the system which fails to perform in accordance with the requirements of this Contract, at no cost to the Department. Corrective action will include, but is not limited to, redesigning, repairing or replacing the nonconforming element of the software. Ensuring the software is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions.
- Coplogic will ensure that all maintenance is performed by qualified personnel who are familiar with the CORS system.
- Coplogic will provide notification if any updates or enhancements are being made to the CORS system that will impact access to the system. Notification will be a written notice 15 days in advance to the LAPD Project Manager, advising of the change and potential impact.
- LAPD may request additional reports be added to CORS during the term of the contract. If the requested report already exists then it will be available to the Department at no charge. If a new report or modification(s) to an existing report are requested by LAPD, then an enhancement request will be submitted to Coplogic via a written request to the Coplogic Project Manager. Coplogic will evaluate the requirements of the request and provide a proposal to the LAPD Project Manager that will include the cost (if any) and timeline for completing the request.

#### **Deliverables:**

- Incident Reporting Procedures
- Helpdesk Contact Info

#### **Assumptions:**

- Support is provided during business hours only.



## **6.2 RDS Rollout**

This section includes all activities, deliverables and assumptions for providing Post Go-Live support of the RDS Production Environment:

### **Activities:**

- LexisNexis will host RDS for the LAPD 24 hours a day, 7 days a week, with a 99% uptime.
- LexisNexis will support RDS in any technical capacity necessary to ensure production functionality and provide help desk support for handling inquiries and problems.
- LexisNexis will provide online and toll-free telephone-based customer service for LAPD and community members between the hours of 5:00 a.m. and 5:00 p.m. (Pacific Time) and call back phone support will be provided after hours.
- LexisNexis will ensure the system regains operations within 72 hours after operations were suspended due to application failure.
- LexisNexis will work with LAPD to resolve any issue and ensure LAPD is 100% satisfied.
- LexisNexis will correct any element of the system which fails to perform in accordance with the requirements of this Contract, at no cost to the Department. Corrective action will include, but is not limited to, redesigning, repairing or replacing the nonconforming element of the software. Ensuring the software is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions.
- LexisNexis will ensure that all maintenance is performed by qualified personnel who are familiar with the RDS system.
- LexisNexis will provide notification if any updates or enhancements are being made to the RDS system that will impact access to the system. Notification will be a written notice 15 days in advance to the LAPD Project Manager, advising of the change and potential impact.
- LAPD may provide additional reports to be added to the RDS for purchase during the term of the contract. LexisNexis will evaluate the requirements of adding the report to the RDS and will provide a proposal to the LAPD Project Manager that will include a timeline, proposed convenience fee for indexing the reports, and for completing the implementation.

### **Deliverables:**

- Incident Reporting Procedures
- Helpdesk Contact Info

### **Assumptions:**

Support is provided during business hours only.



CORS and RDS  
STATEMENT OF WORK

## 7 Deliverable/Payment Schedule

All fees for this project will be billed as a fixed fee totaling \$0 including travel expenses and all taxes. Any additional work outside of the scope of this project must be approved by LAPD through formal project change management procedures.

As deliverables are completed, invoices will be submitted to the LAPD in the following amounts:  
 Note: Each deliverable will be accompanied by a Deliverable Acceptance Certificate and will be executed by the customer Project Manager upon completion of the deliverable. Any requested changes to the deliverable must be submitted in writing by the customer and will be handled via change control and will not delay acceptance and payment of the deliverable. Customer agrees to sign the Deliverable Acceptance Certificate within two (2) business days from the time of certificate presentation otherwise the deliverable will be deemed to be accepted.

Deliverable Number	Deliverable	Deliverable Payment	LAPD Hold Back (10%)	Net Invoice	Acceptance Criteria
1	CORS Design	\$0	\$0	<u>\$0</u>	CORS Project Plan, Overview Document, and Test Plan accepted by LAPD.
2	RDS Design	\$0	\$0	<u>\$0</u>	RDS Project Plan, Overview Document, and Test Plan accepted by LAPD.
3	CORS Implementation	\$0	\$0	<u>\$0</u>	Operational CORS and link to production environment accepted by LAPD.
4	RDS Implementation	\$0	\$0	<u>\$0</u>	Operational RDS and link to production environment accepted by LAPD.
5	CORS Post Go-Live Support	\$0	\$0	<u>\$0 – Year 1</u> <u>\$60,000</u> – <u>Annually, Years</u> <u>2, 3, 4 &amp; 5</u>	Post Go-Live support and annual maintenance fee.
6	RDS Post Go-Live Support	\$0	\$0	<u>\$0 – Years 1, 2,</u> <u>3, 4, &amp; 5</u>	Post Go-Live support and maintenance.



## ***8 List of Appendices***

### ***Appendix A: Project Plans***

- CORS Project Plan
- RDS Project Plan

### ***Appendix B: Requirements Traceability Matrix***

- CORS Requirements Traceability Matrix
- RDS Requirements Traceability Matrix

### ***Appendix C: CORS to ICARS Integration Design Overview***

ID	Task Name	Duration	Start	Finish	Predecessors	ber 1	January 1	March 1	May 1	July 1					
						11/23	12/21	1/18	2/15	3/15	4/12	5/10	6/7	7/5	8/2
1	LAPD REPORT DISTRIBUTION SERVICE (RDS) Implementation Plan	71 days?	Mon 2/2/15	Mon 5/11/15											
2	Phase 1 Design	5 days	Mon 2/2/15	Fri 2/6/15											
3	RDS re-design based on LAPD requirements	5 days	Mon 2/2/15	Fri 2/6/15				Justin							
4	Phase 2a LN Development and Test	50 days	Mon 2/9/15	Fri 4/17/15											
5	RDS development based on LAPD requirements	30 days	Mon 2/9/15	Fri 3/20/15	3										
6	RDS LN Test	20 days	Mon 3/23/15	Fri 4/17/15	5										
7	Provide RDS Link and associated HTML script to LAPD	1 day	Fri 3/20/15	Fri 3/20/15	SFF										
8	Phase 2b LAPD Development and Test	5 days?	Mon 4/6/15	Fri 4/10/15											
9	Add RDS Link to LAPD Portal	1 day?	Mon 4/6/15	Mon 4/6/15	6SS+10 days										
10	Test RDS link from LAPD Portal	4 days	Tue 4/7/15	Fri 4/10/15	9										
11	Phase 3 Implementation	36 days	Fri 3/6/15	Fri 4/24/15											
12	Data Ingestion	16 days	Fri 3/6/15	Fri 3/27/15											
13	Provide Server to LAPD	1 day	Fri 3/6/15	Fri 3/6/15											
14	Setup Server at LAPD	10 days	Mon 3/9/15	Fri 3/20/15	13										
15	Configure and install LexisNexis export service on the Server	1 day	Mon 3/23/15	Mon 3/23/15	14										
16	Testing Data Flow	4 days	Tue 3/24/15	Fri 3/27/15	15										
17	eCommerce and Admin Portals	5 days	Mon 4/20/15	Fri 4/24/15											
18	Configure eCommerce and Admin Portals	1 day	Mon 4/20/15	Mon 4/20/15	6										
19	Testing Portals	4 days	Tue 4/21/15	Fri 4/24/15	18										
20	Provide system, technical, maintenance, and user documentation, including online instructions.	1 day	Fri 4/17/15	Fri 4/17/15	6FF										
21	Phase 4 Acceptance	5 days	Mon 4/27/15	Fri 5/1/15											
22	User Acceptance Testing (UAT)	5 days	Mon 4/27/15	Fri 5/1/15	19										
23	Phase 5 Training/Deployment	10 days	Mon 4/27/15	Fri 5/8/15											
24	Onsite Training to LAPD Staff	10 days	Mon 4/27/15	Fri 5/8/15	19										

Project: RDS Gantt Chart LAPD  
Date: Wed 1/14/15

Task	External Tasks	Manual Task	Finish-only
Split	External Milestone	Duration-only	Deadline
Milestone	Inactive Task	Manual Summary Rollup	Progress
Summary	Inactive Milestone	Manual Summary	
Project Summary	Inactive Summary	Start-only	

ID	Task Name	Duration	Start	Finish	Predecessors	ber 1	January 1	March 1	May 1	July 1											
						11/23	12/21	1/18	2/15	3/15	4/12	5/10	6/7	7/5	8/2						
25	Provide posters/flyers, and information exchange cards for Distribution to Citizens	1 day	Mon 4/27/15	Mon 4/27/15	19																
26	Marketing campaign by LexisNexis and LAPD on announcement of the new eCommerce Portal to potential Ins Companies/Media	5 days	Mon 4/27/15	Fri 5/1/15	19																
27	Go Live	1 day	Mon 5/11/15	Mon 5/11/15																	
28	Go Live RDS	1 day	Mon 5/11/15	Mon 5/11/15	24																

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LN/LAPD

Project: RDS Gantt Chart LAPD Date: Wed 1/14/15	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary			
	Project Summary		Inactive Summary		Start-only			

**CORS Implementation Plan**

ID	Task Name	Duration	Start	Finish	Predecessor	Timeline																	
						December 21	January 11	February 11	March 11	April 1	May 21	June 11	July 11	August 1	September 1								
1	Assign Project Manager	1 day	Mon 2/2/15	Mon 2/2/15																			
2	Load Department onto Staging Servers	2 days	Tue 2/3/15	Wed 2/4/15	1																		
3	Schedule Kickoff Meeting	1 day	Thu 2/5/15	Thu 2/5/15	2																		
4	Download Helpful Administrative Documents	1 day	Fri 2/6/15	Fri 2/6/15	3																		
5	Identify Department Contacts	1 day	Thu 2/5/15	Thu 2/5/15	2																		
6	Begin Working on Interface	23 days	Fri 2/6/15	Tue 3/10/15	5																		
7	Create Accountability Email Account	3 days	Wed 3/11/15	Fri 3/13/15	6																		
8	Create Department Contact Email Account	3 days	Wed 3/11/15	Fri 3/13/15	6																		
9	Provide Code Tables	6 days	Mon 3/16/15	Mon 3/23/15	8																		
10	Determine Incident Types	9 days	Mon 3/16/15	Thu 3/26/15	8																		
11	Determine Pre-Filing Questions	9 days	Mon 3/16/15	Thu 3/26/15	8																		
12	Determine Required and Optional Fields	9 days	Mon 3/16/15	Thu 3/26/15	8																		
13	Provide FAQ Information	9 days	Fri 3/27/15	Wed 4/8/15	10																		
14	Provide Instructions for Reporting Crimes Not Available in CORS	9 days	Thu 4/9/15	Tue 4/21/15	13																		
15	Load Code Tables	12 days	Thu 4/9/15	Fri 4/24/15	13																		
16	Confirm Temporary Report Number Format	14 days	Mon 3/16/15	Thu 4/2/15	8																		
17	Confirm Incident and DR Number Formats	14 days	Mon 3/16/15	Thu 4/2/15	8																		
18	Build Incident Types	15 days	Wed 4/22/15	Tue 5/12/15	14																		
19	Load Pre-Filing Questions	12 days	Wed 4/22/15	Thu 5/7/15	14																		
20	Load Required and Optional Fields	12 days	Wed 4/22/15	Thu 5/7/15	14																		
21	Load FAQ Updates	9 days	Wed 4/22/15	Mon 5/4/15	14																		
22	Load Instructions for Reporting Crimes Not Available in CORS	9 days	Wed 4/22/15	Mon 5/4/15	14																		
23	Provide Street Address File	5 days	Fri 4/3/15	Thu 4/9/15	17																		
24	Review and Propose Wording Changes	11 days	Tue 5/5/15	Tue 5/19/15	22																		
25	Load Street Address File(s)	8 days	Fri 4/10/15	Tue 4/21/15	23																		

Project: CORS Gantt Chart LAPD  
Date: Wed 1/14/15

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

**CORS Implementation Plan**

ID	Task Name	Duration	Start	Finish	Predecessor	December 21	January 18	February 11	March 1	April 1	May 21	July 11	September 1
						12/28	1/18	2/8	3/1	3/22	4/12	5/3	5/24
26	Load Wording Changes	5 days	Wed 5/20/15	Tue 5/26/15	24						<b>Coplogic</b>		
27	Review and Propose Changes to Automated Email Templates	6 days	Wed 5/27/15	Wed 6/3/15	26						<b>Coplogic</b>		
28	Create Canned Rejection Messages	16 days	Wed 5/27/15	Wed 6/17/15	26						<b>Department</b>		
29	Provide Information Required for the ReportBridge	11 days	Wed 5/27/15	Wed 6/10/15	26						<b>Department</b>		
30	Provide Remote Access Information	11 days	Wed 5/27/15	Wed 6/10/15	26						<b>Department</b>		
31	Load Email Template Changes	5 days	Wed 5/27/15	Tue 6/2/15	26						<b>Coplogic</b>		
32	Load Canned Rejection Messages	4 days	Wed 5/27/15	Mon 6/1/15	26						<b>Coplogic</b>		
33	Provide Information for Test Reviewer Account to be Used during Testing	6 days	Thu 6/11/15	Thu 6/18/15	30						<b>Department</b>		
34	Complete the Interface Between ICARS and CORS	6 days	Fri 6/19/15	Fri 6/26/15	33						<b>Coplogic</b>		
35	Install the ReportBridge	6 days	Fri 6/19/15	Fri 6/26/15	33						<b>Coplogic</b>		
36	Training	5 days	Mon 6/29/15	Fri 7/3/15	35						<b>Coplogic</b>		
37	Create User Accounts and Set Permissions	3 days	Fri 6/19/15	Tue 6/23/15	33						<b>Department</b>		
38	Testing Original Reports	6 days	Fri 6/19/15	Fri 6/26/15	33						<b>Department</b>		
39	Testing Supplement Reports	6 days	Fri 6/19/15	Fri 6/26/15	33						<b>Department</b>		
40	Provide Department with Translation Files	8 days	Mon 6/29/15	Wed 7/8/15	35						<b>Coplogic</b>		
41	Provide Coplogic with Translation Files	12 days	Thu 7/9/15	Fri 7/24/15	40						<b>Department</b>		
42	Load Other Languages	12 days	Mon 7/27/15	Tue 8/11/15	41						<b>Coplogic</b>		
43	Load Department onto Production Servers	4 days	Wed 8/12/15	Mon 8/17/15	42						<b>Coplogic</b>		
44	Provide Department with Access Links for Production, FAQ Pages, and Lead-in Pages Templates	4 days	Tue 8/18/15	Fri 8/21/15	43						<b>Coplogic</b>		
45	Provide CORS Design Overview document	1 day	Mon 8/24/15	Mon 8/24/15	44						<b>Coplogic</b>		
46	Load Filing Link of Department Website	1 day	Mon 8/24/15	Mon 8/24/15	44						<b>Department</b>		

Project: CORS Gantt Chart LAPD  
Date: Wed 1/14/15

Task		Inactive Task		Manual Summary Rollup		External Milestone
Split		Inactive Milestone		Manual Summary		Deadline
Milestone		Inactive Summary		Start-only		Progress
Summary		Manual Task		Finish-only		Manual Progress
Project Summary		Duration-only		External Tasks		



Project Name: Report Distribution Service (RDS)

Task Name	RFP Requirement Number	Task Description	Org Unit	Responsible (Contractor/Department)	Completion Date	Signed Off By	Date Signed Off	Notes
<b>Phase 1 - Pre-Implementation</b>								
Schedule Kick-Off Meeting	N/A	Contractor Account Manager will coordinate a Kick-Off Meeting with the Department. The Kick-Off Meeting will include: -A brief overview of the expectations and Deployment process -Description and discussion of all tasks and target dates for completion of each task		Contractor				
Designate Project Manager	121	Wait/Er will be responsible for the Kick-Off Meeting Contractor will assign a Project Manager/Account Manager that will serve as the main point of contact for the duration of the project		Contractor				
Identify Key Personnel	121	Department will identify the key personnel who will be responsible for working on the RDS implementation		Department				
Provide RDS Portal	122,123,158,159, 160	Contractor shall provide online portal for Report Dissemination to LAPD		Contractor				
Provide Server	124	Contractor to provide and assist with the installation of Server at the Department. The Contractor will purchase and install a dedicated server meeting the Department's requires. The server will meet at least the following minimum specifications and will include a standard 3-year warranty: -a Hewlett Packard DL, 380 G7 Server with a Quad Core Intel Xeon Processor with 16GB memory,P410/ZM SAS Array Controller with 2TB Hot Plug 2.5 SATA 7.2K RPM HD, Two (2) Embedded NC382i Dual Port Multifunction Gigabit Server Adapters		Contractor				
Install Server	124	Department will mount the server and connect network and the power source to the server		Department				
Provide Remote VPN access	124	Department will provide Remote VPN access to server		Department				
Configure Firewall Rules to allow outbound SFTP connection	124	Department if will allow outbound connection from the server		Department				
Provide Private Cloud Storage on Premise	167	Contractor will provide data storage with firewall protection with rules enabled to prevent access by unauthorized persons		Contractor				
Determine if additional Administrative Reports are required	187	Contractor will work with the Department during this Phase to assess if any additional reports are required		Contractor				
Maintain Data Center Security where Department Data is stored	12,129	Contractor will ensure that Data Storage facility has at a minimum video surveillance, Biometric Entry, secured equipment racks, climate control, fire suppression, and generator backup		Contractor				
<b>Phase 2 - Configuration</b>								
Setup Daily Scanning Process	126	Department will provide daily electronic files containing the reports scanned by the Department that day		Department				
Configure RDS To Display Scan Information	127	RDS will be configured by Contractor to provide the Department with validation statistics for tracking upload counts and the number of Reports indexed for a defined time period		Contractor				
Provide Reports to be indexed	125,126	The Department will provide the Contractor with clear, high-resolution TIFF images of each report		Department				
Manage the Indexing of all Reports	125,126	Contractor will ensure that all required fields are captured during indexing, to enable users to locate reports in RDS		Contractor				
Provide Script	132	Contractor will provide message script to Department webmaster		Contractor				
Integrate Script	132	Department will embed the message script provided by Contractor to Department		Department				
Provide Link	141	Contractor will provide Department Online Webmaster with a link to the web services page		Contractor				
Provide Contact information for online webmaster	141	Department will provide the Contractor with contact information for the Department Webmaster		Department				
Provide Contact information on RDS	152	Department will provide Contractor with contact information for the Department's R&I Division		Department				
Determine Report Fee	139,135	Department to provide/Confirm information for their Counter Fee, Contractor will not charge for any Supplemental Reports		Department				
EFT information	134	The Department will provide the Contractor with account information for EFT transfers to the Department		Department				

Task Name	RFQ/Supplemental Request	Task Description	Org. Code	Administrative Organization (Contractor/Department)	Completion Date	Report Off by	Queue Report Off	Notes
User Account Creation	138	Contractor will set up initial Administrative user accounts and provide training to administrators to manage user creation		Contractor				
User Role Management	139	Department will provide the Contractor with the names of users & roles to have administrative access to the RDS system		Department				
Enable Agency Data Sharing	146,147,148	Contractor will allow Department and other jurisdictions to perform investigative searches of driver and passenger names and VINs, at no cost		Contractor				
Disseminated Report PDF Format	148,150,151	Contractor will provide Clear Images of reports. Department will provide these reports in TIFF format, however the Contractor will store in PDF		Contractor				
Searching Capabilities within the Administration Portal	147	The Contractor will provide an Administrative Portal enabling investigative search queries using any of the following parameters when available in a report: a. Department Incident Number b. DM Number (Department assigned number) c. License Plate Number d. Collision Date e. Collision Date Range f. License Plate Range g. License Plate Number h. License Plate State i. Vehicle Identification Number j. Vehicle Make and/or Model k. Driver's License Number l. Driver's License State		Contractor				
Administrative Reports - Purchase History	149	The Contractor will provide the Department through its Administrative Portal, an on-demand transaction log with the report numbers that have been viewed since the time of the requestor viewing the report		Contractor				
Administrative Reports - Monthly Reimbursement	168	The Contractor will provide monthly to the Department, through its Administrative Portal, a Monthly and Annual Rate Analysis Report that includes: * Calculation of total net proceeds * Quantity of uploaded advised reports * Amount of reports purchased by date and purchaser information * Any security issues such as tracking or access's viewing		Contractor				
Administrative Reports - Rate Analysis Report	190	The Contractor will provide the Department, through its Administrative Portal, a Monthly and Annual Rate Analysis Report that will display the number of reports uploaded, sold and viewed daily and monthly including graphical representation		Contractor				
Tracking Supplemental Reports	153	Contractor will track any supplemental reports filed by the Department		Contractor				
Notify community members of Supplemental	155	The Contractor will provide daily notification to purchasers of a given report, or additional or supplemental reports, and will make a note within the RDS web portal. Additional or supplemental reports will be made available by the Contractor at no additional cost		Contractor				
Implement Security Features of RDS	131,164,167,169,171,172,173,174,175,176,177,178,179,183,184,185	Implement Login Security Features, Login Attempt Configuration, Password Security, Lock-out Period, IP Tracking, Data Encryption, Activity Tracking/Logging, report history and Audit Log. Enable Excessive Viewing Alerts		Contractor				
Phase 3 - Deployment								
COTS Software	143	The CORs will provide a commercial off-the-shelf (COTS) web-based, no-cost report distribution system, including all necessary hardware and software components, and training with an approximate two-month implementation		Contractor				
Provide Training	137	Contractor will provide instructor-led hands on training at a location chosen by the Department prior to implementation. This training will be a three day session and will be approximately 80 minutes in duration, and will be for 3 days, 4 individual sessions each day. There will be 25 maximum students per class. Additional web-based training will be provided by the Contractor training staff as requested by the Department. On-line training material will be made available and will be updated as necessary		Contractor				
Documentation	139	Contractor will provide the Department with technical, maintenance, and user documentation, including online instructions for all hardware and software		Contractor				
Maintain Accounting Records	130	Contractor will maintain a complete and accurate record of all costs incurred during the duration of the project		Contractor				

Report Distribution Service RDM

Task Name	RFP Response Number	Task Description	Day Due	Responsible (Contractor/Department)	Completion Date	Signed Off By	Date Signed Off	Notes
Provide RDS Website	141,143,144,158,159, 160, 160	Contractor will provide a website for involved parties, insurance companies, and other authorized entities to obtain Traffic Collision Reports, provided to Contractor by the Department, via the Internet, 24/7 with a 99.9% uptime. The service shall provide flexible search fields in order to locate reports. Contractor will provide Department Webmaster with a link to the portal. The website will be provided in both Spanish and English and support Chrome, Firefox, Safari, and Internet Explorer version 7.0 and higher. The RDS will support the Spanish Language.		Contractor				
Provide promotional materials and index cards	142	Contractor will provide hard copy promotional fliers and mailers that the Department can post in its public reception areas and information cards that can be distributed at the scene by officers responding to accidents.		Contractor				
Review Promotional Materials	142	The Department will review and approve all promotional materials prior to printing, posting, and distribution.		Department				
Department will provide Terms and Conditions	155	The Department will provide text that the requestor will be required to approve which includes a disclaimer, terms and conditions, and a statement that the requestor is entitled to the report under California Law.		Department				
Display Terms and Conditions	155,158	Contractor's RDS will display text, provided by Department, for mandatory approval by the requestor including a disclaimer, terms and conditions, and a statement that the requestor is entitled to the report under California law.		Department, Contractor				
Provide Secure FTP Site for Transfer of Data	157	Contractor will provide Department with a Secure SFTP site for the transfer process.		Contractor				
Enable Reporting and Analytics	165,168	Contractor will provide Department, through its administrative portal, a detailed On-Demand activity report with the following information: Calculation of total net proceeds Quantity of uploaded reports Quantity of reports purchased Amount of collected fees Purchase Receipt for each transaction.		Contractor				
Redirect Community Member if Report not found	152,182	The Contractor will inform entities unable to locate their reports to contact the Department's R&I Division if the requested report is not available online.		Contractor				
Manage Supplemental Reports	153,154	Contractor will track supplemental reports, and provide a free copy to entities who purchased the original.						
Provide FAQs	165	Contractor will provide Department with a list of Frequently Asked Questions to be posted on the Department Online website providing details of how to obtain police reports electronically.		Contractor				
Approve and Publish FAQs on website	165	Department will approve the list of Frequently Asked Questions and post on the Department Online website.		Department				
Security: Firewall	167	The Contractor will provide secure data storage with firewall protection with the appropriate rules enabled to prevent unauthorized access.		Contractor				
Security: Detection Tools	168	The Contractor will provide intrusion prevention and intrusion detection tools that will be used in tandem with firewall protections.		Contractor				
Security: Department Administrator Notification for excessive viewing	170,171	The Contractor will provide the ability to alert Department Administrator(s) when a record has been viewed more than a specified number of times. The number of times a record has been viewed, after which an alert is sent to a Department Administrator(s), will be configurable within the RDS application by the Contractor.		Contractor				
Security: Complex Password	172	The Contractor will require complex passwords for the Department as well as its own personnel. • Password is at least 8 characters in length. • Passwords must contain characters from at least three (3) of the following: • English uppercase characters • English lower case characters • Base 10 digits • Non-alphanumeric (special characters) • Special characters		Contractor				
Security: System Logout	173	RDS will lockout users from accessing the system after three (3) incorrect login attempts.		Contractor				
Security: System Timeout	70	The Contractor will configure RDS to log out users automatically after a certain period of inactivity.		Contractor				
Records Storage and Retention	180,181,182	The Contractor will store and maintain all indexed reports until notified by the Department to delete them.		Contractor				

Report Distribution Service RTM

Task Name	ICP Requirements Number	Task Description	Buy Date	Responsible (Contractor/Department)	Completion Date	Signed Off By	Date Signed Off	Notes
Security Data Center	3	The Contractor will provide data storage and physical security at its data center. The Contractor's data center security features will include video surveillance, card and biometric scanners, secured equipment racks, climate control, fire suppression, and generator backup.		Contractor				
Marketing to Insurance Carriers	140	Contractor will communicate the availability of the Department's reports to all major insurance and document retrieval companies.		Contractor				
Security: Confidentiality	2	The Contractor will keep as confidential all information, documents, records, software programs, and data furnished to them by the Department, and other documents to which the Contractor has access which may not be disclosed, distributed or sold in any manner.		Contractor				
<b>Phase 4-Post Deployment Management</b>								
Monitor View and Purchase activity	161,161,166	Contractor will record the requestor's name, date, time, and IP address for all report related activity.		Contractor				
Alert Department of a Security Risk	170	The Contractor will provide the ability to alert Department Administrator(s) when a record has been viewed more than a specified number of times.						
Index Reports	163,160	The Contractor will index all of the Department's collision reports within 24 hours of receiving them and will capture, at a minimum, the following fields as provided: a. OR Number (Department assigned number) b. Department Incident Number c. Driver's Name(s) d. Driver's License Number(s) e. Passenger Name(s) f. Witness Name(s) g. Date of Collision h. Location i. License Plate Number(s) j. Vehicle Identification Number(s) k. Telephone Number		Contractor				
Accept Payment	145	Contractor will accept payment for report purchases made with Visa, MasterCard, American Express and through invoicing or merchant accounts for insurance companies, etc.		Contractor				
Provide Customer Service	192	Contractor will provide online and toll-free telephone-based customer service between the hours of 5:00 a.m. and 5:00 p.m. (Pacific Time) and call back phone support will be provided after hours.		Contractor				
Establish Monthly Reimbursement	134	Contractor will reimburse report fees to the Department on a monthly basis.		Contractor				
Provide Monthly Reports	164,161,169,190	Although users will have access to real-time reporting and analytics for report activity through the Admin Portal we can provide hardcopy reports on a monthly basis that will be sent out when the Check/EFT reimbursement payment is processed.		Contractor				
Provide Online Survey results Monthly	166	Contractor will provide results of the surveys completed by Community Members to the Department on a Monthly Basis.		Contractor				
Manage Bulk User Accounts	136	Contractor will manage and provide monthly billing services to bulk purchaser accounts.						
Dissertation of Cards and Flyers	142	Department will disseminate informational cards and fliers to the appropriate personnel for distribution to parties to the collision, insurance companies, etc.		Department				
Report Generation	149	The Contractor's RDS will provide clear, high resolution images of each report.		Contractor				
Website Notifications	75	RDS will inform requestors before leaving the LAPD website that they are being transferred to the RDS portal.		Contractor				
Survey	166	The Contractor will make available an optional online survey so that the customer may provide comments and suggestions post purchase.		Contractor				
Logging Capabilities	97,109,169,163	Contractor will record and store the requestor's name, date, time, and IP address for any or all report related activity.		Contractor				
Service Notification to Insurance Companies	140	The Contractor will communicate the availability of the Department's reports to all major insurance and document retrieval companies.		Contractor				
Ability to View, Save and Print Reports	150	The Contractor will provide the ability to view, save and print reports.		Contractor				
Community Member Reduction	152	The Contractor will inform entities unable to locate their reports to contact the Department's Records and Identification Division (RAI) if the requested report is not available online.		Contractor				
Exchange Card Distribution	11,142	The Department will provide "Exchange of Information" cards at the scene of a collision and will add the incident Number. Additionally, the Department will mail fliers to insurance companies when responding to their requests for collision reports.		Department				

Project Name: Community Online Reporting Service (CORS)

Task Name	RFP Requirement Number	Task Description	Responsible (Contractor/Department)	Completion Date	Signed Off By	Date Signed Off
Assign Project Manager	1	Subcontractor will assign a Project Manager and introduce some other key team members who will be working with the Department for the implementation	Subcontractor			
Load Department onto Staging Servers	3, 6, 7, 12, 14, 15, 16, 17, 19, 21, 22, 23, 24, 26, 27, 33, 34, 35, 38, 39, 40, 41, 42, 43, 44, 45, 56, 58, 59, 60, 61, 62, 63, 67, 68, 69, 70, 72, 73, 82, 83, 84, 85, 86, 87, 88, 89, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106	Subcontractor will create a "Staging Instance" of CORS on the Subcontractor's staging servers. When loaded on staging, the Department will be able to use default lead-in pages that will have a link to the FAQ	Subcontractor			
Schedule Kick-Off Meeting		Subcontractor Account Manager will coordinate a Kick-Off Meeting with the Department	Subcontractor			
Download Required Administrative Documents	5, 11	The Department Implementation Manager will download the following attachments from AMS: - Sample CORS Operational Directive - Sample CORS Operational Directive for Secure Side Filing - Sample Dispatcher Scripts - Sample 3x5 Card for Field/Patrol Units - Sample Press Release - Sample Community Member Information Flyer - Deployment Strategies	Department			
Identify Department Contacts	1	Provide contact information for Project Manager, System Administrator and IT resources at the Dept	Department			
Begin Working on Interface	35, 92, 119, 120	Subcontractor and Department will begin to exchange information needed for the interface between ICARS and CORS	Subcontractor			
Create Accountability Email Account		Provide appropriate email address where CORS will send notification emails when a report is rejected, issued a follow-up, or deleted	Department			
Create Department Contact Email Account		Create the email account that will receive all Community Member replies or emails sent through CORS	Department			
Provide Code Tables	47	Provide needed code tables to upload into the Desk Officer Online Reporting System The following is a broad example of the tables needed, the table names in your RMS may differ slightly Incident: Location Type, Theft Type, Entry Location, Point of Entry, Point of Exit, How/Where Entry Made, Method of Exit, Weapon Type, Bias/Motivation, Alarm Type, Alarm Company Person Involvement Type, Sex, Race, Ethnicity, Resident Status, Eye Color, Hair Color Property: Involvement Type, Type, Subtype, Color, Bicycle Type, Bicycle Style, Bicycle Handle Type, Bicycle Brake Type, Bicycle Seat Style, Jewelry Type, Stone Type Firearm Involvement Type, Type, Type2, Make, Model, Finish, Caliber, Barrel Length, Number of Shots Vehicle Involvement Type, Type, Make, Model, Style, Color, License Plate Type	Department			
Determine Incident Types	12, 13	For each incident report requested, department will provide the - Name of the Incident (For example, Theft or Vandalism) - Definition of the Incident Type (Using Theft as an example: The taking of property without the owner's consent) - Examples of the Incident Type (Using Theft as an example: You left your bike on your lawn and someone took it without asking you if they could borrow it) Offense/Penal/Crime/Statute/NBRS Codes associated with the incident (Theft, for example may have several codes. CORS will use logic to select the correct code based on elements of the crime provided by the Community Member. Simply include all of the related codes for the particular incident and when the code should be used. Using Theft as an example: Code 1 [Use if total value is under \$400], Code 2 [Use if total value is over \$400 but under \$1,000], Code 3 [Use if total value is over \$1,000] - For each of the "Offense Codes" include everything the Department requests the Subcontractor map in the interface based on the incident used to file the report and the elements of the crime	Department			
Determine Pre-Filing Questions	46	Department will provide Subcontractor with a list of questions organized by incident and identify what minimum requirements, or questions are required in order to process a report. If a community member cannot complete their report online due to the answers to required questions, provide language that will provide them appropriate filing instructions to complete their request	Department			
Determine Required and Optional Fields	33, 48, 49, 50, 51, 52, 53, 54	Complete the spreadsheet within the Automated Implementation Management System. For each incident type, indicate which fields will need to be required and which fields you want to have available as optional fields for the Community Member	Department			
Provide FAQ Information	7	The Department will review the FAQ information provided on the Subcontractor's staging environment lead-in pages and provide the Subcontractor with proposed revisions	Department			

Task Name	RFP Requirements Number	Task Description	Responsible (Contractor/Department)	Completion Date	Signed Off By	Date Signed Off
Build Incident Types	13	Subcontractor will build the incident types requested by the Department	Subcontractor			
Load Pre-Filing Questions	46, 74	Subcontractor will load the pre-filing questions provided by the Department	Subcontractor			
Load Required and Optional Fields	33, 48, 49, 50, 51, 52, 53, 54	Subcontractor will load the required and optional fields for the incident types as specified by the Department	Subcontractor			
Load FAQ Updates	7	The Subcontractor will load the requested FAQ changes if they comply with the existing format	Subcontractor			
Provide Instructions for Reporting Crimes Not Available in CORS	56	Department will provide Subcontractor with the instructions that the Community Member will be provided if the list of incidents on the pick list does not include an incident type they are trying to file	Department			
Load Instructions for Reporting Crimes Not Available in CORS	58	Subcontractor will load the instructions provided by the Department	Subcontractor			
Review and Propose Wording Changes	57	Department will review the incidents and provide Subcontractor with wording change requests for instructions, field names, etc	Department			
Load Wording Changes	57	Subcontractor will load the wording changes requested by the Department	Subcontractor			
Review and Propose Changes to Automated Email Templates	84, 85, 86, 91	Department will review the automated email message templates and propose modifications	Department			
Load Email Template Changes	84, 85, 86, 70, 91	Subcontractor will load the modified email templates requested by the Department	Subcontractor			
Create Canned Rejection Messages	90	Department will provide up to 6 canned rejection messages per incident type to be used by reviewers when rejecting a report in CORS	Department			
Load Canned Rejection Messages	90	Subcontractor will load the canned rejection messages provided by the Department	Subcontractor			
Provide Street Address file	28, 29, 30, 31, 32	<p>The Street Address file should only contain addresses that fall within your Department's jurisdiction. The Street Address file should be in a csv format with the following headers:                      SNum, SNumFrom, SNumTo, SPreDirection, SName, SType, SPostDirection, City, State</p> <p>The headers may be in any order, but there should be NO trailing spaces. At a minimum the Street Address file must contain the following headers:                      SNumFrom, SNumTo, SName, SType, City, State</p> <p>Sample csv file:                      SNumFrom, SNumTo, SPreDirection, SName, SType, City, State                      1001, 1999, S, FREMONT, BLVD, FREMONT, CA                      2001, 2889, W, INOEMERE, PKWY, FREMONT, CA</p> <p>CORS can also lookup addresses for common places. To utilize common place address look-up, just add a column to the regular address file with the common place name</p> <p>CORS can also check for intersections and check to see if the streets actually cross and if they cross within your Department's jurisdiction. If your Department would also like to use cross streets or intersections in the application, please send us a separate Street Address file as a CSV in the following format:</p> <p>Please make sure the first line of the xstreet file specify the following columns/headers                      (valid: SIDir1, SName1, SType1, SIDir2, SName2, SType2, City, State, Zipcode)</p> <p>Examples:                      SIDir1, SName1, SType1, SIDir2, SName2, SType2, City                      E, Abc, ST, W, Xyz, RD, Fremont                      Some, DR, N, Another, CT, Fremont</p>	Department			
Provide Information Required for the ReportBridge		<p>Here are some details about the ReportBridge:</p> <ul style="list-style-type: none"> <li>- It runs on an Apache Tomcat server which is very light</li> <li>- It communicates with CORS through https (web services) over port 443</li> <li>- It retrieves reports from CORS every 10 minutes by default (customizable)</li> </ul> <p>Here is the information we need to build/deploy the ReportBridge:</p> <ol style="list-style-type: none"> <li>1. Secure a server where we can install the ReportBridge. The ReportBridge can co-exist with other applications, or sit on a new server. This server should:                     <ol style="list-style-type: none"> <li>a) Be up 24/7</li> <li>b) Have Internet access</li> <li>c) CPU: P4 or up</li> <li>d) Memory: 1 GB</li> <li>e) Disk Space: 5 GB</li> </ol> </li> <li>2. Log in to the above server, open a browser, go to "http://www.Subcontractor.com/ftp", you will be shown the IP address of the server/workstation. What is the IP address for the server/workstation?</li> <li>3. The Department will need to provide Subcontractor with the internal IP address of the Department email server. The email server will be utilized to notify the Department and Subcontractor of connectivity issues with the ReportBridge</li> <li>4. The Department will need to provide Subcontractor with the folder or network share where ICARS will scan/retrieve approved IIRs and associated attachments from CORS</li> </ol>	Department			

Task Name	RFI Requirements Number	Task Description	Responsible Party (Department/ Subcontractor)	Completion Date	Signed Off by	Date Signed Off
Provide Remote Access Information		To install/upgrade the ReportBridge Subcontractor needs to have a remote access to the ReportBridge box. This access should remain available after the implementation is complete so that Subcontractor can provide timely support should any maintenance or support be needed for the ReportBridge.  The common remote access methods are VPN or LogMeIn  If LogMeIn is used, we need to have the username and password  If VPN is used, we need to know the VPN login information  Regardless of the type of remote access that is used, we need to have the username and password to log into the ReportBridge server	Department			
Load Street Address File(s)	28, 29, 30, 31, 32	Subcontractor will load the street address files provided by the Department into CORS	Subcontractor			
Load Code Tables	47	Subcontractor staff will load the provided code tables and verify that everything has been loaded correctly	Subcontractor			
Provide Information for Test Reviewer Account to be Used During Testing		Department will provide the following information so that Subcontractor can create the test reviewer account: 1 First Name 2 Last Name 3 Rank 4 RMS User ID - This should be the user's ID/code within ICARS 5 External IP address that the reviewer will use. You can access this by visiting www.Subcontractor.com/ipl 6 Department issued email address for the reviewer 7 Contact number for the reviewer	Department			
Confirm Temporary Report Number Format	20	The Department must confirm that the ticket tracking number format is acceptable or propose a new tracking number format. Once set, the tracking number will be issued sequentially from a starting number that resets annually. The standard tracking number format is TYNNNNNNN where the T indicates it is a tracking number, YY indicate a two digit year, and NNNNNNN is a 7-digit number that increases sequentially.	Department			
Confirm Incident and OR Number Formats		Provide Subcontractor with the Incident Number and OR Number formats to be validated against in CORS	Department			
Complete the Interface Between ICARS and CORS	36, 119, 120	Subcontractor will complete the interface with the assistance of the Department prior to system testing	Subcontractor			
Install the ReportBridge	37	Subcontractor will build and install the ReportBridge and will verify that the ReportBridge is operational and working correctly	Subcontractor			
Training	2, 10	Provide 4 training sessions: System Administrator Training, User Administrator Training, QA Reviewer Train the Trainer, and Records Reviewer Train the Trainer	Subcontractor			
Create User Accounts and Set Permissions	77, 79, 80, 81	The Department will use the User Admin and System Admin accounts to create system users	Department			
Testing Original Reports		To ensure that the system is working as intended, Department will perform end to end testing and provide appropriate feedback to Subcontractor	Department			
Testing Supplement Reports		Department will test the ability for the system to create attachments/supplements and provide appropriate feedback to subcontractor after completion	Department			
Provide Department with Translation Files	71	Subcontractor will provide Department with several files that will contain everything that needs to be translated by the Department to provide filing options to community members in English plus up to 5 other languages	Subcontractor			
Provide Subcontractor with Translated Files	71	Department will provide files with translations to Subcontractor to load in CORS	Department			
Load Other Languages	71	Subcontractor will load the new languages on CORS	Subcontractor			
Load Department onto Production Servers	3, 4	Subcontractor will take existing settings from the staging instance of the Department and load them on the production servers to create the Production instance for the Department. Once on production, incident reports will be stored for a period of five (5) years	Subcontractor			
Provide Department with Access Links for Production, FAQ Pages, and Lead-in Page Templates	6, 7, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36, 39, 40, 41, 42, 43, 44, 45, 56, 58, 59, 60, 61, 62, 63, 67, 68, 69, 70, 72, 73, 82, 83, 84, 85, 86, 87, 88, 89, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 112, 113, 114, 115, 116, 117, 118	Subcontractor will provide the Department with the login links and filing links for CORS. Subcontractor will also provide HTML files for the modified FAQ page and the Lead-in Page Templates	Subcontractor			
Provide CORS Design Overview document	8, 8a, 9, 9a	Subcontractor will provide the Department with a completed CORS Design Overview document	Subcontractor			
Load Filing Link on Department Website	6, 12, 75	Department webmaster will publish the filing links on the Department website. Department webmaster will distribute login links to Department personnel who will be reviewing reports or to special community members who have secure filing access	Department			
Connectivity	14	CORS can be accessed using Chrome, Firefox, Safari, and Internet Explorer Version 6 and higher	Subcontractor			

ATTACHMENT A COMMUNITY ONLINE REPORTING SERVICE RIM

Task Name	RFP Requirements Number	Task Description	Responsible (Contractor/Department)	Completion Date	Signed On By	Date Signed Off
Available Platforms	16	CORS will have the ability to run on smart phones and tablet devices with internet access on iOS, Android, and Windows platforms	Subcontractor			
Tracking Number Generation	19	CORS will generate a configurable unique tracking number when the incident Report (IR) is submitted in the following format: TYYNNNNNNN where the T indicates it is a tracking number, YY indicate a two digit year, and NNNNNNN is a 7-digit number that increases sequentially	Subcontractor			
Review Capabilities	21,22,23	CORS will provide the ability for Supervisors to Approve, Reject, IRS and Print PDF copies of IR as required by the user	Subcontractor			
Creating an Incident Number	24	CORS will provide the ability for a Geographic Area (GA) Reviewer to enter an Incident Number for the IR	Subcontractor			
Data Storage for Rejected Reports	25	CORS will store all rejected report data along with the response email to the submitter for a period of five (5) years	Subcontractor			
Determine appropriate Jurisdiction for Submitting IR	28	CORS will auto detect IR to correct GA/Jurisdiction based on the Incident Address	Subcontractor			
Assign Permanent DR Number	34	CORS will Assign a Permanent DR # to all approved IR, this number will be tracked in related data	Subcontractor			
Report LOG	38	CORS will provide a Report Log that will track Community IR's	Subcontractor			
Converting the format of an IR	39	CORS will provide the ability to convert the approved IR to a TIFF or searchable PDF	Subcontractor			
Store IP address	40	CORS will Capture and store the IP Address of the community member submitting an IR	Subcontractor			
Flag excessive User	42	CORS will Flag community members who file an excessive number of IR's and will prevent/limit flagged users from submitting IR's	Subcontractor			
IR Data Collection	48,49,50,51,52,53,54	CORS will capture the following information on the IR based on the Type of IR: Incident Data, Business Data, Suspect Data, Property Data, Vehicle Data, Traffic Collision Data, Community Member Data and Additional Crimes	Subcontractor			
Ability to attach files to an IR	58	CORS will provide the ability for community members to attach multiple files to an IR	Subcontractor			
Ability to supplement a previously approved IR	60	CORS will provide the ability for community members to submit additional or updated information to a previously approved IR using the DR #	Subcontractor			
Session Time Out	70	The CORS system will have a session time out of thirty (30) minutes	Subcontractor			
Supporting Additional Languages	71	Once the English Version of the Site is finalized, CORS can provide the complete file to the Dept for translation. Once the translated files are received CORS will implement to make available to the public	Subcontractor			
Report Data Entry Validation	73	CORS will not accept reports that are missing required information, users will be notified of the fields that are required in order to submit the IR	Subcontractor			
Responsibility Notification	74	CORS will include notification that will advise Community Members that filing a false police report is a crime and provide associated penalties for filing a fraudulent police report	Subcontractor			
Display Mercy's Law	61	CORS will display Mercy's Law information and notify the community member that by submitting the IR, they acknowledge having reviewed the Mercy's Law information	Subcontractor			
Report Configuration	86	CORS will provide the System Administrator to modify certain elements of the IR (order of fields, field labels, instructions, etc)	Subcontractor			
Ad-hoc Reporting	82	Linked Ad-hoc reporting will be made available to System Administrator (CORS Report Log, Edit Log, Admin Log, Activity Log, and the Login Log)	Subcontractor			
Access Control	77,81	User Administrators will have the ability to assign roles and permissions in SecureAuth for CORS	Subcontractor			
Administrative Reports	96,97,98,99	CORS will Log and track the status of all IR's submitted through CORS, including when IR's were exported to the Department. The Department will be able to run these reports	Subcontractor			
Incident Report Logs	99	CORS will include a comprehensive logging feature to monitor all activity related to IR's status	Subcontractor			
Review Pending Notification	108	CORS will notify specified users if an IR has not been reviewed within a specified period of time	Subcontractor			
Implement Security Features	107,108,109,110,111	CORS will implement the following security features: Logging, Session lock-out, Enforce Password Requirements, Data encryption, Provide fully Redundant Hosting environment	Report Subcontractor			





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# **CORS to ICARS Integration**

## **Design Overview**

Version 1.8

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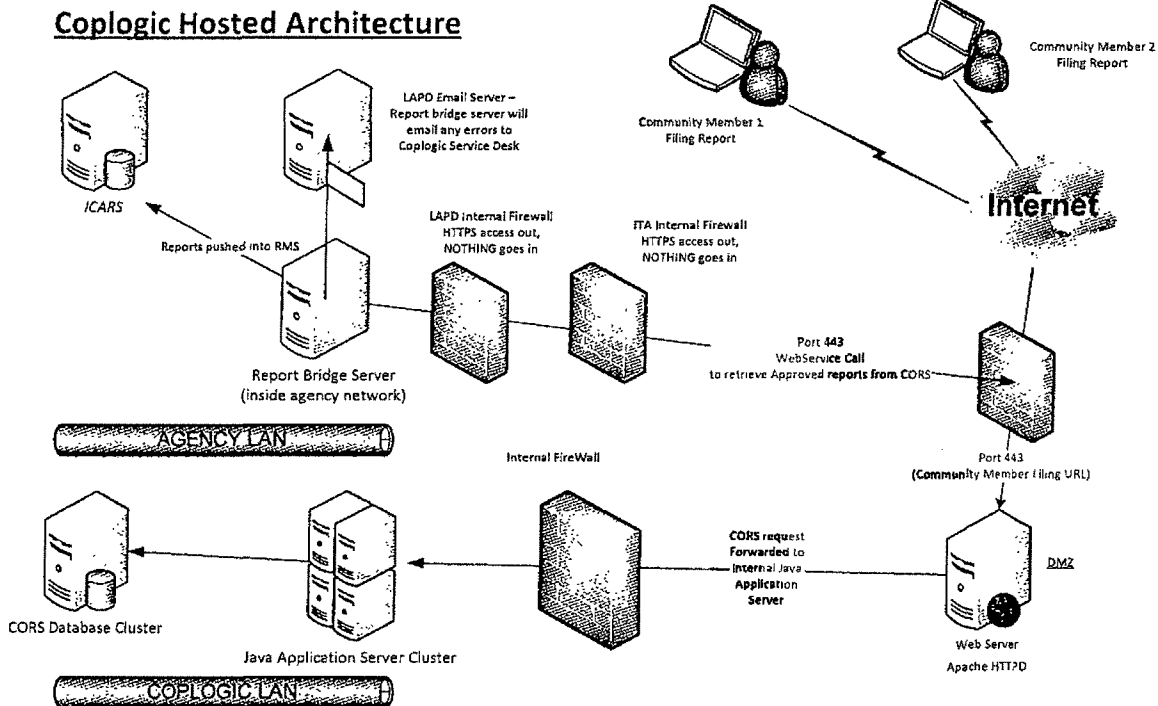
September 10<sup>th</sup>, 2014

Table of Contents

- 1. OVERVIEW ..... 3**
  - 1.1 Integration Overview ..... 3
  - 1.2 Assumptions ..... 3
  
- 2. CORS REPORTBRIDGE ..... 4**
  - 2.1 CORS ReportBridge Data Flow ..... 4
  - 2.2 Process ..... 4
  - 2.3 Email Notification ..... 5
  - 2.4 Department Requirements ..... 5
  - 2.5 Subcontractor Responsibilities ..... 6
  
- 3. KEY INFORMATION ..... 6**

# 1. Overview

## 1.1 Integration Overview



- Department and Community Members will access the CORS application through an HTTPS connection
- Department will place link to access CORS on Department website
- Coplogic hosted web server uses SSL encryption over HTTPS using TLS 1.2. Coplogic is responsible for patching and updating their web server to the latest available releases.
- Coplogic will also patch the Apache Tomcat installation on the Report Bridge server as necessary. However, risk is minimal because the Report Bridge server should remain completely inaccessible from the Internet.

## 1.2 Assumptions

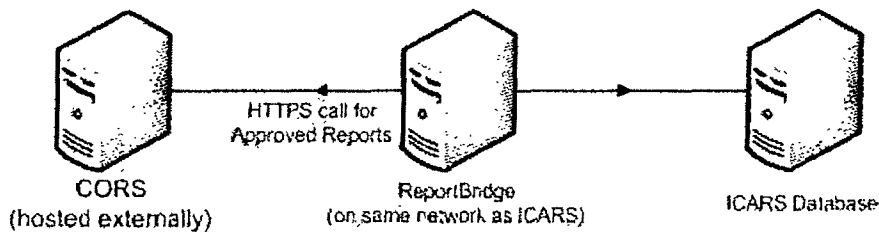
- The Department will have a new or existing server behind their firewall to run the CORS ReportBridge. The server can be a Virtual Machine using VMware.
- The Department will have computers that can access the CORS application via an HTTPS connection to the Internet.

## 2. CORS ReportBridge

### 2.1 CORS ReportBridge Data Flow

ReportBridge is a light java application which retrieves approved reports from CORS and either imports/inserts them to ICARS. The ReportBridge pulls all approved reports down from the vendor's site and inserts the packages into ICARS. The ReportBridge should remain completely inaccessible from the Internet. It should have access to the Internet through HTTPS on Port 443 to pull reports from the Coplogic servers. It uses 128-bit encryption using TLS 1.2.

The dataflow diagram is shown below:



The application has a scheduling component which launches every 10 minutes (configurable) to start the report retrieving/importing process.

ReportBridge is deployed on the Apache Tomcat application server which runs as a service on the agencies servers. Server can either be Windows (preferred) or Linux.

### 2.2 Process

This is the process/data flow of the ReportBridge:

1. ReportBridge sends retrieving request to CORS through web service on the secure HTTPS connection.
2. CORS authenticates the request based on the Departments allowed IP address, agency name, agency key, username, and password.
3. If the above authentication succeeds, CORS returns the list of the Approved reports (if any) back to ReportBridge.
4. ReportBridge establishes connection to ICARS (Documentum application) and inserts meta data/object to proper tables/content store.
5. Should a report not successfully export; the application will reprocess the report at 1 am.

### 2.3 Error Notification

#### Email Notification

ReportBridge sends out notification to [support@coplogic.com](mailto:support@coplogic.com) in case of any abnormal situations encountered by the application. The Departments email server needs to be configured to allow relay for the server where ReportBridge is installed.

#### System Log

The ReportBridge logs all errors in the following path on the ReportBridge server:  
Program files/ Apache Software Foundation/Tomcat 6.0/logs

Errors are logged in the files named stdout\_YYYYMMDD.log

As a default the logs are kept indefinitely. On average the log file will grow at a rate of 50k per day.

### 2.4 Department Requirements

The Department will supply a server to be housed behind their firewall. The server must meet the following requirements and the Department must provide the following information to the Subcontractor:

- It runs on an Apache Tomcat server, which is very light.
- It communicates with CORS through https (web service) over Port 443.
- It retrieves reports from CORS every 10 minutes by default (customizable)

The Subcontractor will build and deploy the CORS ReportBridge based on the Agency providing the following information:

1. Secure a server for the installation of the ReportBridge. The ReportBridge can co-exist with other applications, or sit on a new server. This server should:
  - a) Be up 24/7
  - b) Have Internet access
  - c) CPU: P4 or better
  - d) Memory: 1 GB
  - e) Disk Space: 5 GB
2. Log in to the above server, open a browser, go to ""http://www.Subcontractor.com/ip/"" , you will be shown the IP address of the server/workstation. Provide Coplogic with the IP address for the server/workstation.
3. The Department will need to provide Subcontractor with the internal IP address of the Department email server. The email server will be utilized to notify the Department and Subcontractor of connectivity issues with the ReportBridge.
4. The Department will need to provide Subcontractor with the database schema and access to ICARS (Documentum, including Oracle RDBMS metadata, applications). We will need an account and password that has read and write access. The ReportBridge server needs to have access to the ICARS server.

## **2.5 Subcontractor Responsibilities**

Subcontractor will host CORS in a secure environment on Coplogic dedicated servers. There is a logical separation of the Department's data.

CORS will be available to the general public through a publicly accessible url (<https://secure.coplogic.com>).

Subcontractor will also provide CORS in a staging (test) environment for the Department to test and verify the application. Once the Department signs off on the application, the configuration will be copied into production.

Subcontractor will build the Interface to export reports from CORS into ICARS. This interface will be installed on a server provided by the Department. The Interface will pull reports from CORS and write the reports directly into ICARS.

## **3. Key Information**

Filing URL:

Login URL:

Department System Admin Username:

CORS Support Contact:  
Phone - 800-734-9293  
Email - [support@coplogic.com](mailto:support@coplogic.com)

CORS ReportBridge IP Address:

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**ATTACHMENT C**

**LIST OF KEY CONTRACTOR PERSONNEL**

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## CONTRACTOR'S KEY PERSONNEL

### Project Director:

Seth Perlmutter  
[Seth.perlmutter@lexisnexis.com](mailto:Seth.perlmutter@lexisnexis.com)  
Office: 678-694-6902  
Mobile: 207-272-6033

### Project Manager:

Liza Zahariah  
[Liza.zacharia@lexisnexis.com](mailto:Liza.zacharia@lexisnexis.com)  
Office: 678-694-4234  
Mobile: 678-910-9706

### CORS Project Specialist:

Andrew Cartwright  
[Andrew.cartwright@lexisnexis.com](mailto:Andrew.cartwright@lexisnexis.com)  
Office: 972-369-7214  
Mobile: 972-415-4086

### RDS Project Specialist:

Salman Anwar  
[salman.anwar@lexisnexis.com](mailto:salman.anwar@lexisnexis.com)  
Office: 408-889-3245  
Mobile: 269-615-7949



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**ATTACHMENT D**

**CHANGE AUTHORIZATION FORM**

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Change Authorization Form

**Item Modified:**

\_\_\_\_\_

\_\_\_\_\_

**Description:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Change Value:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Approval Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Company:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Agreement Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Company:**

City of Los Angeles

**Date:**

\_\_\_\_\_

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**ATTACHMENT E**

**CONTRACTOR DISCREPANCY REPORT**

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Contractor Discrepancy Report

From:       The City of Los Angeles

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To:         Contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Contractor has \_\_\_\_\_ days to correct these discrepancies.

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**ATTACHMENT F**

**SECURITY AND LIMITED USAGE RIGHTS AND RESTRICTIONS ATTACHMENT**

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## ATTACHMENT F

### SECURITY AND LIMITED USAGE RIGHTS AND RESTRICTIONS ATTACHMENT

- I. **Security.** City acknowledges that the information available through the Services may include personally identifiable information, including but not limited to, social security numbers, driver's license numbers or dates of birth "PII"), and City will keep all such PII confidential and secure. Accordingly, City shall (a) restrict access to the Services and reports obtained pursuant thereto to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall obtain and/or use any information from the Services for personal reasons, or transfer any information received through the Services to any party except as permitted by law and pursuant to the Agreement; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) take all commercially reasonable measures to prevent unauthorized access to, or use of, the Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) be capable of receiving the Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Contractor; (g) not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Contractor; and (h) take all steps to protect their networks and computer environments, or those used to access the Services, from compromise.
  
- II. **Security Event.** City will implement policies and procedures to prevent unauthorized use of User IDs and the Services and will immediately notify Contractor, in writing to: LexisNexis Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email to [security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com), and by phone at (1-888-872-5375), if City suspects, has reason to believe or confirms that a User ID or the Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than City's legitimate legal and permitted obligations. City shall be solely liable for all costs associated with City's failure to prevent such impermissible use or access of User IDs and/or the Services, and any actions required as a result thereof. Furthermore, in the event that the Services provided to the City include PII as herein defined, the following shall apply: City acknowledges that, upon unauthorized acquisition or access of or to Contractor-provided PII while under City's

control, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), City shall, in compliance with law and at its own expense, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Contractor's reasonable discretion. City agrees that such notification shall not reference Contractor or the product through which the data was provided, nor shall Contractor be otherwise identified or referenced in connection with the Security Event, without Contractor's express written consent. City shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. City shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent allowable under applicable law, shall indemnify Contractor from such claims brought against Contractor. City shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Contractor for review and approval prior to distribution.

**III. CITY'S LIMITED USAGE RIGHTS/RESTRICTIONS.** Contractor hereby grants to City, limited rights to use the Services as herein defined solely for City's performance of its legal and permitted obligations. City's use of the Services shall be for only its legitimate legal and permitted obligations.

- a. City shall comply with all applicable state, federal, and international laws, statutes, ordinances and regulations regarding City's use of the Services, including:
  - i. compliance with state-specific restrictions in regard to its access and use of Crash Reports and/or police records; and
  - ii. compliance with permitted rights to obtain and use any information contained in the Services that is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and is regulated by the DPPA ("**DPPA Data**"). City acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Services and will recertify upon request by Contractor. Social Security Numbers may be available hereunder as part of Crash Reports and/or related data provided from certain states (five (5) such states as of this writing include Social Security Numbers as part of their

data). However, City acknowledges that, under the Agreement, Contractor will not provide Social Security Numbers to City, and, should City require Social Security Numbers in connection with its legal and permitted use of the Services hereunder, City should contact **Contractor City Service at 1-866-215-2771** for assistance. The Services provided pursuant to the Agreement are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “consumer reports” as that term is defined in the FCRA.

iii. City certifies that it will not use any of the information it receives through the Services in connection with any purpose for which a consumer report may be used under the FCRA or any similar state statute, or for commercial solicitation purposes (which use is strictly prohibited). In addition, City shall not:

1. use the Services for marketing purposes or resell or broker the Services to any third party;
2. use the Services for personal (non-business) purposes;
3. use the Services to provide data processing services to third parties or evaluate data of or for third parties;
4. use the Services to create a competing product;
5. create a direct link from another web site to the Contractor web site through which the Services are accessed (the “**Site**”);
6. harvest, post, transmit, copy, modify, create derivative works from, or distribute anything obtained or downloaded by City from the Site;
7. upload or transmit through the Site any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of the Site or its end-users;
8. use any *robot*, *spider* or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy, scrape, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials or information through any means not purposefully made available through the Site;
9. use any device, application, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any person’s authorized use of this Site;



10. attempt to gain unauthorized access to any portions of this Site, other accounts, computer systems or networks connected to any of Contractor's equipment and/or servers through hacking, password mining or other means;
11. access the Services from Internet Protocol addresses located outside of the United States and its territories without Contractor's prior written approval; or
12. obtain or attempt to obtain, materials or information through any means not intentionally made available through the Site (collectively, "**City's Use Restrictions**"). City's unauthorized modification, tampering or change of any information, or any interference with the availability of or access to the Site is strictly prohibited and Contractor may immediately terminate this Agreement in the event such modification, tampering, change or interference occurs.

Contractor may, at any time, impose restrictions and/or prohibitions on the City's use of the Services or certain data that may be the result of a modification in Contractor policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Contractor of such restrictions, City agrees to comply with such restrictions or, in the event that City is unable to comply, it shall notify Contractor in writing of its inability to comply within ten (10) days after receipt of Contractor's written notification. In that event, either party may immediately terminate this Agreement by providing written notice thereof to the other party without such termination constituting a breach of contract.