



Los Angeles World Airports

Item Number
15

REPORT TO THE BOARD OF AIRPORT COMMISSIONERS

Aura Moore

Reviewed by: Aura Moore, Deputy Executive Director and Chief Information Officer

Brian C. Ostler

Brian C. Ostler, City Attorney

Justin Erbacci

Justin Erbacci (May 26, 2022 12:10 MDT)

Justin Erbacci, Chief Executive Officer

Meeting Date

6/2/2022

Needs Council Approval: Y

Reviewed for / by	Date	Approval Status	By
Finance	5/20/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	5/20/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	5/24/2022	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	LK
Guest Experience	5/20/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	5/24/2022	<input checked="" type="checkbox"/> Y	KC
City Attorney	5/24/2022	<input checked="" type="checkbox"/> Y	CA

SUBJECT

Request to approve the First Amendment to IT Software Contracts Nos. DA-5375 with Kambrian Corporation and DA-5376 with Zones LLC to extend the terms for six months and increase the contract authority by \$4,250,600 each, with each having a total not-to-exceed amount of \$20,250,600, for the purchase of software licenses, renewals, and support services.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. APPROVE the First Amendment to IT Software Contracts Nos. DA-5375 with Kambrian Corporation and DA-5376 with Zones LLC to extend the terms for six months and increase the contract authority by \$4,250,600 each, with each having a total not-to-exceed amount of \$20,250,600, for the purchase of software licenses, renewals, and support services.

5. AUTHORIZE the Chief Executive Officer, or designee, to execute the First Amendment to Contract Nos. DA -5375 and DA-5376 upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

To extend the contract term for six additional months and increase the contract authority for IT software contracts with Kambrian Corporation and Zones LLC for the purchase of critical software and related services to support airport operations, cybersecurity, and capital construction projects at Los Angeles World Airports (LAWA).

2. Prior Related Actions/History of Board Actions

- **June 20, 2019 – Resolution No. 26794 (DA-5375, DA-5376)**

The Board of Airport Commissioners (Board) awarded two three-year IT software contracts in the not-to-exceed amounts of \$16,000,000 each to Kambrian Corporation (Kambrian) and Zones LLC (Zones) for a combined total of \$32,000,000 to purchase software licenses, renewals, and support services. These contracts expire on July 2, 2022.

3. Background

Los Angeles World Airports purchases all software under these contracts, including a variety of software products that are installed on servers, workstations, mobile devices, notebooks, and other hardware. These software products include core software used throughout the organization, such as Microsoft Office 365, Microsoft Teams, Adobe Acrobat Pro DC; and software-as-a-Service, such as Amazon Web Services and Azure and Cloudflare (firewall-as-a-service), as well as specialized programs such as project scheduling, other airport-specific software, and associated software support services used throughout the organization.

These contracts also are utilized to purchase software for capital and operating initiatives, including Interactive Kiosks, Workforce Central, SharePoint, OpenText, and software used by TDG for estimating, construction project management, drafting, aerial imagery, large document review and collaboration, and project risk management.

4. Current Action/Rationale

Approval of this contract amendment will ensure LAWA's ability to renew critical software licenses necessary to support daily airport operations and cybersecurity, and support capital construction projects at LAWA, until the procurement process can be completed. It is anticipated that the IT Software Request for Bid will be released in June 2022.

Estimated contract expenditures under this contract amendment are as follows:

Company Name	Current Contract Authority	Expenditures To-Date	Total First Amendment Costs	Remaining Contract Authority	Additional First Amendment Contract Authority Needed	New Contract Authority
Kambrian Corp.	\$16,000,000	\$14,969,321	\$5,281,279	\$1,030,679	\$4,250,600	\$20,250,600
Zones LLC	\$16,000,000	\$15,775,405	\$4,475,195	\$224,595	\$4,250,600	\$20,250,600
Combined Total	\$32,000,000	\$30,744,726	\$9,756,474	\$1,255,274	\$8,501,200	\$40,501,200

Los Angeles World Airports will utilize these contracts to purchase IT software and software renewal licenses that support cybersecurity controls, including network, internet, and email threat prevention, analysis against potential attacks, malware, and ransomware, software used to support Multi-factor Authentication (MFA) and Single Sign-On (SSO), all essential in mitigating the risk of unauthorized access to LAWA network resources. The MFA and SSO are used by LAWA for Office 365 for collaboration, Workday HR, and other cloud applications. In addition, LAWA continues to expand cybersecurity controls to secure systems at new facilities. The Security Operations Center at the Los Angeles International Airport (LAX) is expanding its cyber threat monitoring for systems at new facilities, all of which require additional software. This requested action will enable these cybersecurity purchases as well as the following software purchases:

- Software licenses used to support web content management to provide production, development, and quality assurance for our public-facing websites, including flylax.com, iflyvny.com, and lawa.org.
- Software licenses that support Airport Operations, including the Aerobahn Airport Surface Management System (ASMS), which enables LAWA to capture and report data on airport surface movements and all airspace aircraft movements to and from LAX. The ASMS provides the essential airfield situational awareness and business intelligence needed to effectively predict, detect, and respond to critical operational issues and to realize opportunities for operational improvement such as increased taxiing efficiencies and optimized gate utilization.
- Software licenses used by The Development Group to support the capital construction projects, including estimating tools that help establish construction cost estimates and lead to better budgeting outcomes for LAWA during change order evaluations and negotiations with contractors Building Information Modeling (BIM) tools utilized to auto-check design models for LAWA BIM Standard compliance, 3D modeling of existing conditions based on drawings, and to troubleshoot 3D modeling problems; software used by the LAWA Inclusivity and Workforce Development team to track and enforce the contractor’s reporting of prevailing wage and workforce compliance/management for construction projects who need to generate Certified Payroll Reports.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: Sustain a Strong Business: Diversify and grow revenue sources, and manage costs. These contracts enable LAWA to purchase new software licenses for projects and renew software licenses to support critical and revenue generating systems such as Traffic and Automatic Vehicle Identification System,

Noise Land Use GIS System, Revenue and Asset Management System, Airport Enterprise Geographic Information System, Document Management System, Airport Response Coordination Center, and others.

5. Fiscal Impact

The total anticipated costs that will be incurred under these amended contracts are \$9,756,474. Costs incurred under this contract will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues.

6. Alternatives Considered

- **Take No Action**

Without these contracts, LAWA will not be able to procure new software licenses and will be unable to upgrade systems with the latest security patches. In addition, LAWA will not be able to receive technical support on software used to support the capital projects.

APPROPRIATIONS

Funds for this contract are available in the Fiscal Year 2021-2022 Los Angeles World Airports Operating Budget in Cost Center 1170003 - IT Infrastructure Technology Office, Commitment Item 522 - Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This action, as a continuing administrative activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Kambrian Corporation and Zones, LLC are required by contract to comply with the provisions of the Living Wage Ordinance in the performance of the Contract.
5. This action is not subject to the provisions of the SBE/LBE/LSBE/DVBE Program.
6. Kambrian Corporation and Zones, LLC are required by contract to comply with the provisions of the Affirmative Action Program.
7. Kambrian Corporation has been assigned Business Tax Registration Certificate number 0002468098-0001-5. Zones, LLC has been assigned Business Tax Registration Certificate number 0000271616-0001-1.
8. Kambrian Corporation and Zones, LLC are required by contract to comply with the provisions of the Child Support Obligations Ordinance.

9. This action is not subject to the insurance requirements of the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. Kambrian Corporation and Zones, LLC have submitted the Contractor Responsibility Program, Questionnaire and Pledge of Compliance, and will comply with the provisions of the Contractor Responsibility Program.
12. Kambrian Corporation must be determined by Public Works, Office of Contract Compliance to be in full compliance with the provisions of the Equal Benefits Ordinance prior to Contract Amendment. Zones, LLC has been determined by Public Works, Office of Contract Compliance to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. Kambrian Corporation and Zones, LLC have submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Kambrian Corporation and Zones, LLC have submitted the MLO Bidder Contributions CEC Form 50 and will comply with its provisions.
16. Kambrian Corporation and Zones, LLC will comply with the provisions of the Iran Contracting Act.

**FIRST AMENDMENT TO CONTRACT NO. DA-5375 BETWEEN THE CITY OF
LOS ANGELES AND KAMBRIAN CORPORATION TO PROVIDE SOFTWARE
LICENSES AND SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS
FOR THE CITY OF LOS ANGELES**

THIS FIRST AMENDMENT (“First Amendment”), made and entered into this _____ day of _____, 2022, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (“City”), acting by order of and through the Board of Airport Commissioners (“BOAC”) and **KAMBRIAN CORPORATION**, a California corporation (“Contractor”).

RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, on July 3, 2019, City entered into Contract No. DA-5375 with Contractor to purchase software licenses and support services (“Contract”) for Los Angeles World Airports; and

WHEREAS, the parties hereto desire to amend this Contract as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Section 1.0 Term of Contract shall be deleted in its entirety and replaced with the following:

“This Contract shall commence on July 3, 2019 and shall terminate on January 2, 2023, unless earlier terminated pursuant to Sections 11.0 or 12.0 below.”

Section 2.0 The first sentence of subsection 3.2 of Section 3.0 Contractor Scope and Fee is deleted in its entirety and replaced with the following:

“The compensation to Contractor shall not exceed Twenty Million Two Hundred Fifty Thousand Six Hundred Dollars (\$20,250,600) for the term of the Contract.”

Section 3.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

Section 4.0 This First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is

executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

SIGNATURE BLOCK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

**KAMBRIAN CORPORATION, a
California corporation**

By: Henry Hsieh
Signature (Secretary)

By: Cathy Hsieh
Signature

Henry Hsieh
Print Name

Cathy Hsieh
Print Name

CEO
Print Title

**FIRST AMENDMENT TO CONTRACT NO. DA-5376 BETWEEN THE CITY OF
LOS ANGELES AND ZONES, LLC TO PROVIDE SOFTWARE LICENSES AND
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF
LOS ANGELES**

THIS FIRST AMENDMENT (“First Amendment”), made and entered into this _____ day of _____, 2022, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (“City”), acting by order of and through the Board of Airport Commissioners (“BOAC”) and **ZONES, LLC**, a Washington limited liability company (“Contractor”).

RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, on July 3, 2019, City entered into Contract No. DA-5376 with Contractor to purchase software licenses and support services (“Contract”) for Los Angeles World Airports; and

WHEREAS, the parties hereto desire to amend this Contract as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Section 1.0 Term of Contract shall be deleted in its entirety and replaced with the following:

“This Contract shall commence on July 3, 2019 and shall terminate on January 2, 2023, unless earlier terminated pursuant to Sections 11.0 or 12.0 below.”

Section 2.0 The first sentence of subsection 3.2 of Section 3.0 Contractor Scope and Fee is deleted in its entirety and replaced with the following:

“The compensation to Contractor shall not exceed Twenty Million Two Hundred Fifty Thousand Six Hundred Dollars (\$20,250,600) for the term of the Contract.”

Section 3.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

Section 4.0 This First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is

executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

SIGNATURE BLOCK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____


By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

**ZONES, LLC, a Washington limited liability
company**

By:  _____
jon bailey (May 24, 2022 16:52 PDT)
Signature (Asst. Secretary)

By:  _____
Jessa D. Santeford (May 24, 2022 16:47 PDT)
Signature

Jon Bailey

Print Name

Jessa Santeford

Print Name

VP, Business & Legal Affairs, Asst Secretary

Print Title

VP, Finance

Print Title