

LOS ANGELES FIRE DEPARTMENT

KRISTIN M. CROWLEY  
FIRE CHIEF

March 16, 2023

BOARD OF FIRE COMMISSIONERS  
FILE NO. 23-032

TO: Board of Fire Commissioners

FROM: *K* Kristin M. Crowley, Fire Chief

SUBJECT: FIRST AMENDMENT TO AGREEMENT NO. C-139201 WITH 3Di, INC.  
FOR A FIRE INSPECTION MANAGEMENT SYSTEM

FINAL ACTION:  Approved  Approved w/Corrections  Withdrawn  
 Denied  Received & Filed  Other

**SUMMARY**

The City of Los Angeles (City), through the Los Angeles Fire Department (LAFD or Department), has contracted with 3Di, Inc. (3Di) for a Fire Inspection Management System (FIMS), Contract No. C-139201 (Agreement). The FIMS will replace the existing aging and disconnected computer software systems that manage the LAFD's Fire Prevention and Public Safety Bureau's various fire inspection and other business processes. The new FIMS consists of a single, unified enterprise system that is better suited to meet the current and future needs of the Department.

To date, the manual process of recording and tracking referrals, surveys and the inspection of oil wells and hydrants, have been automated in the new FIMS enterprise system. Currently, there are four (4) major categories of inspection systems (Fire Stations, Commercial & Industrial, Other Fire Inspections and Public Safety) that need to be developed and implemented in the new FIMS enterprise system. Additionally, the Mayor's Office has asked the LAFD to track the completion process of cases related to homelessness and several other projects that the Fire Development Services Section provides. As a result, the Agreement needs to be amended to include these enhancements in the current Scope of Work.

Monthly maintenance on several modules still in the old system will need to continue until they have migrated over to the new FIMS. These modules include the Fire Life Safety Plan Checks and Inspections of new construction and remodeling, as well as the enforcement of the applicable codes, the Brush Clearance inspection application, and the application that is used to inspect residential properties to ensure compliance with general fire/life safety provisions set by the State Fire Marshal.

The current Agreement is for a five (5) year term, commencing on October 18, 2021, and includes an option to extend the term for five (5) years, for a total amount not to exceed \$2,782,080. In order to further develop the FIMS, the scope of work needs to be amended, with the compensation increasing by \$477,040 (\$297,040 for the

enhancements and \$180,000 for the maintenance), for a total maximum amount not to exceed \$3,259,120.

The attached Agreement has been reviewed and approved by the City Attorney as to legal form. Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

### **RECOMMENDATIONS**

That the Board:

1. Authorize the Fire Chief to execute the First Amendment to Agreement No. C-39201 with 3Di, Inc. to amend the scope of work and increase the compensation by \$477,040, for a total maximum compensation amount not to exceed \$3,259,120.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

### **FISCAL IMPACT**

The FIMS enhancements (\$297,040) will be funded through the Development Services Trust Fund and the monthly maintenance (\$180,000) will be funded from savings in the Department's FY 2022-23 Contractual Services Account 3040 and/or other savings addressed through a Financial Status Report.

Board Report prepared by Carr Oduro, Senior Systems Analyst, Information Technology Bureau.

Attachment

**FIRST AMENDMENT TO AGREEMENT NO. C-139201  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
3Di, INC.  
FOR  
A FIRE INSPECTION MANAGEMENT SYSTEM**

**THIS FIRST AMENDMENT** to Agreement No. C-139201 (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as “Department” or “LAFD”), and 3Di, Inc., a California corporation, (hereinafter referred to as “Contractor”), with reference to the following:

**WHEREAS**, the LAFD, Fire Prevention and Public Safety Bureau (FPB) uses no fewer than six separate and disconnected computer software systems for managing its various fire inspection and other business processes; and

**WHEREAS**, the lack of integration of these systems results in, among other things, numerous inefficient processes, duplication of data and potential errors; and

**WHEREAS**, the LAFD identified the need to replace the existing systems with a single, unified enterprise system that is better suited to meet the current and future needs of the Department, and is easier for the Department to modify and maintain; and

**WHEREAS**, competitive bidding under Charter Section 371 was not required for this Agreement because the Agreement is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding under Charter Section 371 is not practicable or advantageous; and

**WHEREAS**, pursuant to Charter Section 372, on October 16, 2019, the LAFD issued a Request for Proposals (RFP) for a Fire Inspection Management System (RFP No. 2019-038-006); and

**WHEREAS**, the Contractor submitted a proposal in response to the RFP, and the LAFD determined that the Contractor possessed the qualifications and experience necessary to provide the services requested in that it received the highest score out the seven (7) proposals that were evaluated by the LAFD; and

**WHEREAS**, the Contractor is a professional services and software development company with more than 25 years of experience providing software solutions of similar complexity for other large state and local government agencies similar to the LAFD and located throughout the U.S.; and

**WHEREAS**, pursuant to Charter Section 1022, the City has found that this service can be performed more feasibly by a contractor than by City employees; and

**WHEREAS**, on October 18, 2021, the parties entered into Agreement No. C-139201 for a fire inspection management system for a term of five (5) years, not to exceed \$2,782,080; and

**WHEREAS**, the parties now desire in this First Amendment to Agreement No. C-139201, amend the scope of work and increase the compensation by \$477,040, for a total maximum amount not to exceed \$3,259,120.

**NOW, THEREFORE**, in consideration of the premises, representations, covenants and agreements provided below, the parties agree as follows:

**1. SECTION 1.0 GENERAL, Subsection 1.4 Representatives of the Parties** is hereby partially amended to read as follows, and all other provisions under this Subsection shall remain unchanged:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Kristin M. Crowley, Fire Chief  
Los Angeles Fire Department  
200 N. Main Street, Room 1800  
Los Angeles, CA 90012

With copies to:

Carr Oduro, Senior Systems Analyst  
Information Technology Bureau  
Los Angeles Fire Department  
200 N. Main Street, Room 1680  
Los Angeles, CA 90012

**2. ATTACHMENT D, PROPOSAL FOR FIMS DEVELOPMENT SERVICES ENHANCEMENT** is hereby added, which document is attached to this First Amendment as Exhibit A.

**3. SECTION 3.0 SCOPE OF WORK, Subsection 3.1 Contract Services** is hereby amended in its entirety to read as follows:

The Contractor shall provide the system software solution and services as described in the Statement of Work and in the Proposal for FIMS Development Services Enhancement, attached hereto as Attachment B and Attachment D, respectively, and incorporated into this Agreement by reference as though fully set forth herein, and, to the extent not inconsistent with this Agreement, the applicable pages in the

Contractor's Response to the LAFD's Request for Proposal No. 2019-038-006, attached to this Agreement as Attachment C and incorporated by reference as though fully set forth herein.

**4. SECTION 4.0 PAYMENT AND INVOICING, Subsection 4.1 Total Fixed Price** is hereby amended in its entirety to read as follows:

The total, not to exceed, amount for this contract is \$3,259,120.

**5. SECTION 4.0 PAYMENT AND INVOICING, Subsection 4.2 Payment Milestones** is hereby partially amended to read as follows, and all other provisions under this Subsection shall remain unchanged:

The contract total will be paid as follows:

Project Implementation: \$1,510,800  
 Enhancement Payment Milestones: \$297,040  
 Systems Maintenance: \$180,000  
 Total: \$1,987,840

Payment #	Payment Milestones	Payment
1	System Design and Project Plan	\$ 67,669
2	Fire Stations	\$266,230
3	Fire Stations modules Prorated Maintenance Operation and Support	\$ 29,963
4	Integration	\$ 64,400
5	Commercial & Industrial	\$212,247
6	Commercial & Industrial modules Prorated Maintenance Operation and Support	\$ 13,472
7	Legacy Data Conversion	\$ 42,000
8	Public Safety	\$206,967
9	Public Safety modules Prorated Maintenance Operation and Support	\$ 13,317
10	Other Fire Inspections	\$204,327
11	VMS3 Migration	\$179,179
12	Fire Dev Services Migration	\$211,029
	<b>Total Year 1</b>	<b>\$1,510,800</b>

Payment #	Enhancements Payment Milestones	Payment
1	UC 1: Tracking & Assigning Projects	\$ 48,880
2	UC 2: Reports	\$ 20,680
3	UC 3: Plan Check	\$ 56,400
4	UC 4: PCIS Integration	\$ 16,920
5	UC 5: Payments	\$ 41,360
6	UC 6: Customer Portal	\$ 24,440
7	UC 7: Internal Dashboard	\$ 30,080
8	UC 8: New Functions	\$ 58,280
	<b>Total</b>	<b>\$297,040</b>

FIMS 1.0 Operational Cost	
Systems Maintenance, Operations and Support Services (FDS, VMS3, R1R2) @ \$15,000/month for 12 mos.	<b>\$180,000</b>

**6. SECTION 4.0 PAYMENT AND INVOICING, Subsection 4.4 Invoicing** is hereby partially amended to read as follows, and all other provisions under this Subsection shall remain unchanged:

4.4.1 The Contractor shall submit their invoices to:

Carr Oduro, Senior Systems Analyst  
Information Technology Bureau  
Los Angeles Fire Department  
200 N. Main St., Room 1680  
Los Angeles, CA 90012  
Email: carr.oduro@lacity.org

**7. ATTACHMENT A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17)[v.3]** is hereby removed and replaced with a new Attachment A, the Standard Provisions for City Contracts (Rev. 9/22)[v.1], which document is attached to this First Amendment as Exhibit B.

**8. SECTION 9.0 CITY CONTRACTING REQUIREMENTS, Subsection 9.1 Standard Provisions**, is hereby amended in its entirety to read as follows:

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto as Attachment A and incorporated by reference as though fully set forth herein.

Each occurrence of the phrase “Standard Provisions for City Contracts (Rev. 10/17)[v.3]” in the Original Agreement is hereby deleted and replaced with “Standard Provisions for City Contracts (Rev. 9/22)[v.1]”.

## **9. ORDER OF PRECEDENCE**

In the event of any inconsistency between any of the provisions of this First Amendment to Agreement No. C-139201 and/or attachments, the inconsistency shall be resolved by giving the Original Agreement and/or attachments precedence in the following order:

- 1) First Amendment to Agreement No. C-139201;
- 2) Original Agreement No. C-139201; and
- 3) The Attachments to Original Agreement and First Amendment No. C-139201 in ascending alphabetical order.

## **10. COUNTERPARTS/NUMBER OF PAGES**

This First Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This First Amendment includes six (6) pages and two (2) Exhibits.

- 11.** Except as hereby amended by this First Amendment, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. The Original Agreement is hereby incorporated by reference in its entirety into this First Amendment.

[SIGNATURE PAGE FOLLOWS]

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

**THE CITY OF LOS ANGELES**

**3Di, INC., a California Corporation**

By: \_\_\_\_\_  
Kristin M. Crowley  
Fire Chief

By\*: \_\_\_\_\_  
Rajiv Desai  
President

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

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

**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN SOTO,  
City Attorney

By\*\*: \_\_\_\_\_  
Mihir Desai  
Vice President

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

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

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

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.  
\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

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

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

City Agreement Number: C-139201-1



# EXHIBIT A

**ATTACHMENT D**

**PROPOSAL FOR FIMS DEVELOPMENT SERVICES ENHANCEMENT**



## **Proposal for FIMS Dev Services Enhancement**

October 12, 2022

V1.0

### **Shakir Shaikh**

Director of Applications

601.345.5336

[shakir.shaikh@3disystems.com](mailto:shakir.shaikh@3disystems.com)

Submitted by:

**3Di, Inc**

**3 Pointe Drive, STE 307, Brea, CA 92821**

**Phone: 714.257.1100**

**Email: [marketing@3disystems.com](mailto:marketing@3disystems.com)**

**Web: [www.3disystems.com](http://www.3disystems.com)**

## Document Change Control

### *Change History*

Version	Date	Changes	Author
1.0	10/12/2022	Baselined Version.	Shakir Shaikh

### *Review Detail*

Review #	Date	Name of Reviewer	Signature
1		LAFD team	
2			
3			

### *Approval Detail*

Approval #	Date	Name & Role of Approver	Signature
1			
2			
3			
4			

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## 1. Project Information

### 1.1 Goal

Goal of this project is to enhance the FIMS Dev Services to meet additional functions desired by Staff and LAFD's Customers.

### 1.2 In Scope Use Cases

#### 1.2.1 Tracking Projects

- Be able to modify/flag projects by certain identifiers
- Find a more effective way to capture the turnaround time on certain projects- e.g. FIMS should be able to quantify the number of days from each step of the plan check process: Date paid to date assigned to date corrections issued to date corrections returned to date plan check approved.
- Automated flagging
- Dashboard and not just reports for managerial use.

#### 1.2.2 Running Reports

- Have ADU, single family dwelling, Mayor's ED30 affordable housing, homeless shelter be their own category instead of having to filter the scope of work field
- Be able to add and change identifiers/flags as needed.
- Be able to run reports for inspection turnaround times for specific flags. E.g. Percentage of inspections within 48 hrs of preferred date inspection requests for specific flagged projects.
- Fire Stat

#### 1.2.3 Assigning Projects

- Be able to assign projects in bulk. Eg. check off transactions in a queue and assign to specific plan checkers/ inspectors.

#### 1.2.4 Plan Check

- Issuing corrections through FIMS
- Create a document management system
- Memory Storage needs
- Auto delete applicant uploaded plans after a certain amount of time
- Be able to add additional fees through FIMS
- Any additional fees and modification are currently done through UCS
- No longer have to use the build LA calendar and have a FIMS appointment system (incorporate BuildLA calendar into FIMS?)
- New workflow for modifications; including, submit and tracking process
- Incorporate plan check OT documents
- Have a fillable expedite form in lieu of the current system of customer uploading the expedite form. When choosing Backroom Expedite, have an electronic signature option

- Time keeping for project review
- Improvements to plan check in progress widget
- Change from “created on” to “Paid on” this allows for easier sorting

#### **1.2.5 PCIS**

- Be able to add more than 1 PCIS
- Pull inventory information from PCIS
- Assign PCIS filter

#### **1.2.6 Payments**

- Be able to edit transactions when payments are returned
- Currently when payments go through it is recorded in FIMS but when payments are later returned no change can be made to the transaction
- Request and process refunds in FIMS
- Be able to edit transactions that have recorded the customers' payments (receipt number, payment type, and receipt date) yet the status remains Pending Payment and did not update to Pending Assignment
- We usually have to contact 3Di in order to make that change on FIMS which ultimately slows down the turnaround time on some projects
- Integrate the refund request form on FIMS so that customers may submit their request online

#### **1.2.7 Customer Portal**

- Pop up notifications/alert when an action is required on their account
- Improve portal workflow

#### **1.2.8 Internal Dashboard**

- Be able to toggle between various administrative roles without having to log out and log back in
- Example- Gmail delegated account
- Referral request feature in FIMS between FDS bureaus

#### **1.2.9 Other functions**

- Customer request handling
- bot - self learning (chip)
- Pull down menu for assignment hours

## 2. Project Timeline and Schedule

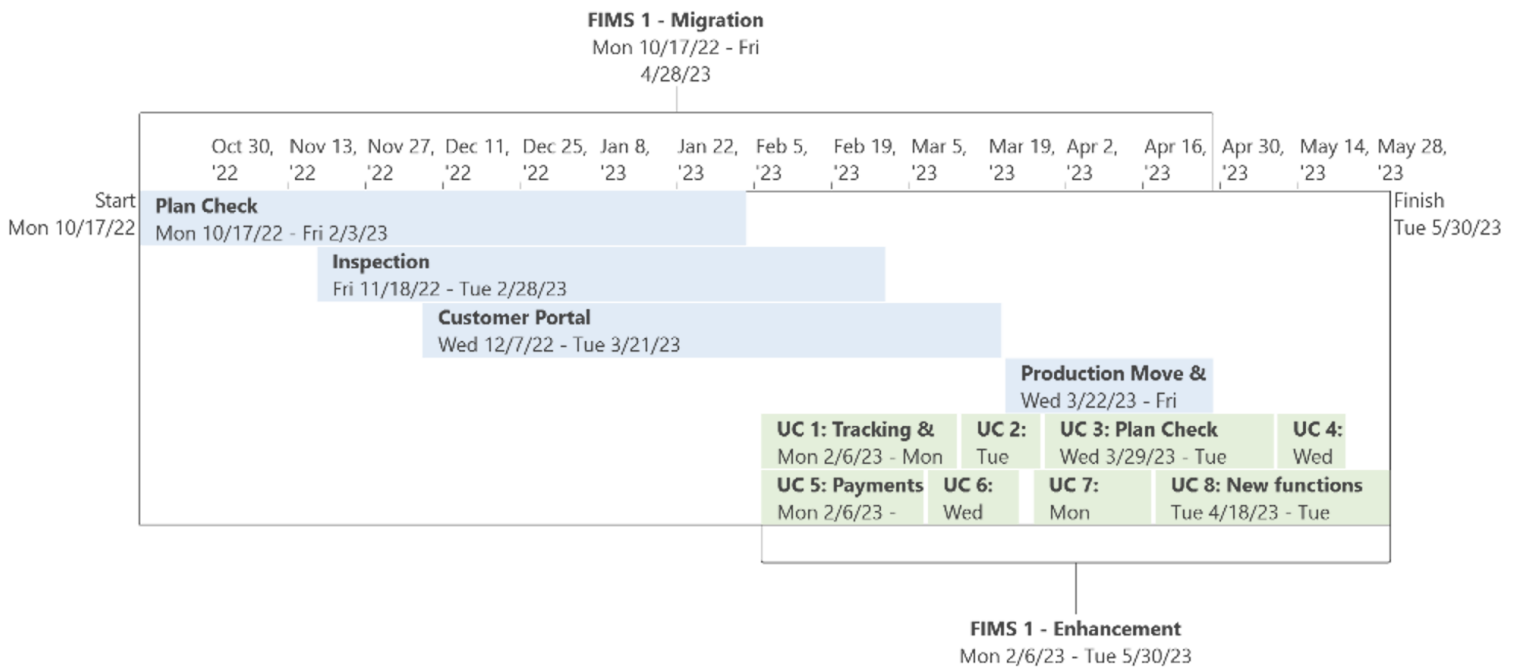
### 2.1 Dependency on Migration

The current Dev Services solution is running on an old version of technology. Before these enhancements can be implemented, it is important to migrate the Dev Services existing module on FIMS 2.0. As per the original project plan for FIMS 2.0, the Dev Services migration is supposed to start in December 2022. To expedite the enhancements, it's important that migration begins sooner.

The enhancement implementation will start in parallel with the migration. As soon as the Plan Check module UAT is completed, 3Di will begin working on enhancement Use Cases. All the completed enhancement use cases will be available in production along with migration production launch. Remaining will be completed as per the timeline and schedule given below.

### 2.2 Timeline

Following is the timeline for all the Use Cases along with Migration.





## 2.3 Schedule - Migration

ID	Task	Duration	Start	Finish	Predecessor
1	<b>FIMS 1 - Migration</b>	<b>127 days</b>	<b>Mon 10/17/22</b>	<b>Fri 4/28/23</b>	
2	<b>Plan Check</b>	<b>68 days</b>	<b>Mon 10/17/22</b>	<b>Fri 2/3/23</b>	
3	<b>Kick off &amp; Planning</b>	<b>8 days</b>	<b>Mon 10/17/22</b>	<b>Wed 11/2/22</b>	
4	Kick Off	1 day	Mon 10/17/22	Mon 10/17/22	
5	Gap analysis & Scope finalization	7 days	Tue 10/18/22	Wed 11/2/22	4
6	<b>Requirement &amp; Configuration</b>	<b>35 days</b>	<b>Thu 11/3/22</b>	<b>Tue 12/27/22</b>	<b>3</b>
7	Portal Base Setup	10 days	Thu 11/3/22	Thu 11/17/22	
8	Data Analysis for Transfer	5 days	Thu 11/3/22	Wed 11/9/22	
9	Configuration and Testing	15 days	Fri 11/18/22	Mon 12/12/22	7
10	System Testing	10 days	Tue 12/13/22	Tue 12/27/22	9
11	<b>Validation &amp; Finalization</b>	<b>25 days</b>	<b>Wed 12/28/22</b>	<b>Fri 2/3/23</b>	<b>6</b>
12	User Acceptance Testing	20 days	Wed 12/28/22	Wed 1/25/23	
13	UAT to Production Move	10 days	Thu 1/19/23	Fri 2/3/23	12FF+5 days
14	<b>Inspection</b>	<b>66 days</b>	<b>Fri 11/18/22</b>	<b>Tue 2/28/23</b>	<b>7</b>
15	<b>Kick off &amp; Planning</b>	<b>6 days</b>	<b>Fri 11/18/22</b>	<b>Tue 11/29/22</b>	
16	Kick Off	1 day	Fri 11/18/22	Fri 11/18/22	
17	Gap analysis & Scope finalization	5 days	Mon 11/21/22	Tue 11/29/22	16
18	<b>Requirement &amp; Configuration</b>	<b>35 days</b>	<b>Wed 11/30/22</b>	<b>Thu 1/19/23</b>	<b>15</b>
19	Base Mobile Setup	5 days	Wed 11/30/22	Tue 12/6/22	
20	Configuration and Testing	20 days	Wed 12/7/22	Wed 1/4/23	19
21	System Testing	10 days	Thu 1/5/23	Thu 1/19/23	20
22	<b>Validation &amp; Finalization</b>	<b>25 days</b>	<b>Fri 1/20/23</b>	<b>Tue 2/28/23</b>	<b>18</b>
23	User Acceptance Testing	20 days	Fri 1/20/23	Tue 2/21/23	
24	UAT to Production Move	10 days	Tue 2/14/23	Tue 2/28/23	23FF+5 days
25	<b>Customer Portal</b>	<b>70 days</b>	<b>Wed 12/7/22</b>	<b>Tue 3/21/23</b>	<b>19</b>
26	<b>Kick off &amp; Planning</b>	<b>10 days</b>	<b>Wed 12/7/22</b>	<b>Tue 12/20/22</b>	
27	Kick Off	1 day	Wed 12/7/22	Wed 12/7/22	
28	Gap analysis & Scope finalization	9 days	Thu 12/8/22	Tue 12/20/22	27
29	<b>Requirement &amp; Configuration</b>	<b>35 days</b>	<b>Wed 12/21/22</b>	<b>Mon 2/13/23</b>	<b>26</b>
30	Portal Base Setup	5 days	Wed 12/21/22	Wed 12/28/22	
31	Data Analysis for Transfer	5 days	Wed 12/21/22	Wed 12/28/22	
32	Configuration and Testing	20 days	Thu 12/29/22	Fri 1/27/23	30,31
33	System Testing	10 days	Tue 1/31/23	Mon 2/13/23	32
34	<b>Validation &amp; Finalization</b>	<b>25 days</b>	<b>Tue 2/14/23</b>	<b>Tue 3/21/23</b>	<b>29</b>
35	User Acceptance Testing	20 days	Tue 2/14/23	Tue 3/14/23	
36	UAT to Production Move	10 days	Wed 3/8/23	Tue 3/21/23	35FF+5 days
37	<b>Production Move &amp; Go Live</b>	<b>28 days</b>	<b>Wed 3/22/23</b>	<b>Fri 4/28/23</b>	<b>25</b>
38	Data Migration	20 days	Wed 3/22/23	Tue 4/18/23	
39	Production Deployment	5 days	Wed 4/19/23	Tue 4/25/23	38
40	Handover & Support Initiation	3 days	Wed 4/26/23	Fri 4/28/23	39

## 2.4 Schedule – Enhancement

ID	Task	Duration	Start	Finish	Predecessor
<b>42</b>	<b>FIMS 1 - Enhancement</b>	<b>80 days</b>	<b>Mon 2/6/23</b>	<b>Tue 5/30/23</b>	<b>2</b>
<b>43</b>	<b>UC 1: Tracking &amp; Assigning Projects</b>	<b>25 days</b>	<b>Mon 2/6/23</b>	<b>Mon 3/13/23</b>	
44	Requirement analysis & Scope finalization	3 days	Mon 2/6/23	Wed 2/8/23	
45	Configuration and Testing	7 days	Thu 2/9/23	Fri 2/17/23	44
46	User Acceptance Testing	10 days	Tue 2/21/23	Mon 3/6/23	45
47	UAT to Production Move	5 days	Tue 3/7/23	Mon 3/13/23	46
<b>48</b>	<b>UC 2: Reports</b>	<b>11 days</b>	<b>Tue 3/14/23</b>	<b>Tue 3/28/23</b>	<b>43</b>
49	Requirement analysis & Scope finalization	1 day	Tue 3/14/23	Tue 3/14/23	
50	Configuration and Testing	3 days	Wed 3/15/23	Fri 3/17/23	49
51	User Acceptance Testing	5 days	Mon 3/20/23	Fri 3/24/23	50
52	UAT to Production Move	2 days	Mon 3/27/23	Tue 3/28/23	51
<b>53</b>	<b>UC 3: Plan Check</b>	<b>30 days</b>	<b>Wed 3/29/23</b>	<b>Tue 5/9/23</b>	<b>48</b>
54	Requirement analysis & Scope finalization	5 days	Wed 3/29/23	Tue 4/4/23	
55	Configuration and Testing	10 days	Wed 4/5/23	Tue 4/18/23	54
56	User Acceptance Testing	10 days	Wed 4/19/23	Tue 5/2/23	55
57	UAT to Production Move	5 days	Wed 5/3/23	Tue 5/9/23	56
<b>58</b>	<b>UC 4: PCIS Integration</b>	<b>9 days</b>	<b>Wed 5/10/23</b>	<b>Mon 5/22/23</b>	<b>53</b>
59	Requirement analysis & Scope finalization	1 day	Wed 5/10/23	Wed 5/10/23	
60	Configuration and Testing	3 days	Thu 5/11/23	Mon 5/15/23	59
61	User Acceptance Testing	3 days	Tue 5/16/23	Thu 5/18/23	60
62	UAT to Production Move	2 days	Fri 5/19/23	Mon 5/22/23	61
<b>63</b>	<b>UC 5: Payments</b>	<b>21 days</b>	<b>Mon 2/6/23</b>	<b>Tue 3/7/23</b>	
64	Requirement analysis & Scope finalization	3 days	Mon 2/6/23	Wed 2/8/23	
65	Configuration and Testing	5 days	Thu 2/9/23	Wed 2/15/23	64
66	User Acceptance Testing	10 days	Thu 2/16/23	Thu 3/2/23	65
67	UAT to Production Move	3 days	Fri 3/3/23	Tue 3/7/23	66
<b>68</b>	<b>UC 6: Customer Portal</b>	<b>13 days</b>	<b>Wed 3/8/23</b>	<b>Fri 3/24/23</b>	<b>63</b>
69	Requirement analysis & Scope finalization	2 days	Wed 3/8/23	Thu 3/9/23	
70	Configuration and Testing	3 days	Fri 3/10/23	Tue 3/14/23	69
71	User Acceptance Testing	5 days	Wed 3/15/23	Tue 3/21/23	70
72	UAT to Production Move	3 days	Wed 3/22/23	Fri 3/24/23	71
<b>73</b>	<b>UC 7: Internal Dashboard</b>	<b>16 days</b>	<b>Mon 3/27/23</b>	<b>Mon 4/17/23</b>	<b>68</b>
74	Requirement analysis & Scope finalization	2 days	Mon 3/27/23	Tue 3/28/23	
75	Configuration and Testing	5 days	Wed 3/29/23	Tue 4/4/23	74
76	User Acceptance Testing	7 days	Wed 4/5/23	Thu 4/13/23	75
77	UAT to Production Move	2 days	Fri 4/14/23	Mon 4/17/23	76
<b>78</b>	<b>UC 8: New functions</b>	<b>30 days</b>	<b>Tue 4/18/23</b>	<b>Tue 5/30/23</b>	<b>73</b>
79	Requirement analysis & Scope finalization	5 days	Tue 4/18/23	Mon 4/24/23	
80	Configuration and Testing	10 days	Tue 4/25/23	Mon 5/8/23	79
81	User Acceptance Testing	10 days	Tue 5/9/23	Mon 5/22/23	80
82	UAT to Production Move	5 days	Tue 5/23/23	Tue 5/30/23	81

### 3. Cost

#### 3.1 FIMS 1.0 Operational Cost

FIMS 1.0 current operational cost is \$15,000 per month which comprises of 3 modules.

1. Dev Services
2. VMS3
3. R1R2

Until all these modules are migrated over to FIMS 2.0, this cost will continue to prevail. The monthly cost for any module that is migrated over will stop and will be absorbed as part of the FIMS 2.0 subscription cost.

#### 3.2 Enhancement Cost

Following is the cost table for all the enhancement use cases.

Task Name	Duration	Start	Finish	Cost
UC 1: Tracking & Assigning Projects	25 days	Mon 2/6/23	Mon 3/13/23	\$48,880.00
UC 2: Reports	11 days	Tue 3/14/23	Tue 3/28/23	\$20,680.00
UC 3: Plan Check	30 days	Wed 3/29/23	Tue 5/9/23	\$56,400.00
UC 4: PCIS Integration	9 days	Wed 5/10/23	Mon 5/22/23	\$16,920.00
UC 5: Payments	21 days	Mon 2/6/23	Tue 3/7/23	\$41,360.00
UC 6: Customer Portal	13 days	Wed 3/8/23	Fri 3/24/23	\$24,440.00
UC 7: Internal Dashboard	16 days	Mon 3/27/23	Mon 4/17/23	\$30,080.00
UC 8: New functions	30 days	Tue 4/18/23	Tue 5/30/23	\$58,280.00
<b>Total</b>				<b>\$297,040.00</b>

## 4. Contact

Please reach out to Shakir Shaikh ([shakir.shaikh@3disystems.com](mailto:shakir.shaikh@3disystems.com) - 601.345.5336) in case you have any further queries.

# **EXHIBIT B**

**ATTACHMENT A**

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22)[v.1]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

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

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

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

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

#### **PSC-10. Independent Contractor**

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

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

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

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

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

#### **PSC-12. Assignment and Delegation**

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

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

#### **PSC-13. Permits**

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

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

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

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

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

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

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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

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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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



**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

### **PSC-43. Confidentiality**

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

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## 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 Interests 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

### STANDARD PROVISIONS



self-insurance in accordance with the provisions of that 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-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: 3Di Inc.

Date: 04/28/2021

Agreement/Reference: Fire Inspection Management System

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 \$1,000,000

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) \$2,000,000

Discovery Period See Note #3

**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 Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance** \_\_\_\_\_

**Other:** 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.  
 3) Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Liability and Data Breach