

**Department of Public Works
Transmittal of Authority for Expenditure Document for
Approval by the Board**

Date: February 18, 2025

**To: Elyse Matson,
Executive Officer / Director
Board of Public Works**

**From: Office of Accounting
for
Bureau of Sanitation**

**Re: Authority for Expenditure Number: AE25100151M – DCSE,
Inc (\$187,000)**

The Department's procedures require that the Board of Public Works approve the attached Authority for Expenditure.

Please schedule it on the Board agenda for next meeting.

After approval by the Board, please transmit it to a Commissioner for approval as "Head of Department". The approved document should then be returned to the Office of Accounting for further processing. Please email Percival Morales at percival.morales@lacity.org.

A/P Section, General Accounting Division
Attn: Josephine Autencio, Senior Accountant II
Phone: (213) 978-0914
Room 924, City Hall

Bureau of Sanitation contact: Deborah Peoples at deborah.peoples@lacity.org
Phone: (213) 485-2696

PUBLIC WORKS/SANITATION

Fund 100

DOCUMENT TRANSMITTAL LOG

DATE DELIVERED: 01/16/2025 **SUBMITTED BY:** Jasmine Perez

CITY DOCUMENT TYPE: **AUTHORITY FOR EXPENDITURE (AE)**

AE #	VENDOR NAME
AE25100151M	DCSE, INC

PUBLIC WORKS/ ACCOUNTING

CITY HALL, 9TH FLOOR – MAIL STOP 470

Attention: Josephine Autencio

AUTHORITY FOR EXPENDITURE

Dept. PW/ LA Sanitation & Environment

DOC CODE GAEAE	DOC DEPT. CD. 82	DOCUMENT ID. TYPE AE	F.Y. 25	AUTHORITY NO. 100151M	DOC. DATE M M D D Y Y 09/19/2024	ACCTG. PERIOD P P Y Y	BUDGET F.Y. Y Y 25	
ACTION <input checked="" type="checkbox"/> ORIG. ENTRY (E) <input type="checkbox"/> ADJUSTMENT (M)		EVENT TYPE PRAE		VENDOR CODE 100014061		SS OR IRS ID NO.	COMMENTS OR BTRO NO. 00000493283	DOCUMENT TOTAL \$ 187,000.00

TO: (NAME AND ADDRESS) DCSE, INC. 23461 S. POINTE DR. STE 300 LAGUNA HILLS, CA 92653 Masoud Hoseyni (MHoseyni@dcse.com) 949-465-3407	PLEASE FURNISH TO THE CITY OF LOS ANGELES, CARE OF (GIVE ADDRESS) LASAN - INFORMATION & CONTROL SYSTEMS DIVISION 1149 S. BROADWAY, 9TH FLOOR LOS ANGELES, CA 90015 ATTN: ALEXA ESPARZA PROJECT MANAGER: CHUNMEI LIU
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LINE NO. 01	FUND 100	DEPT. 82	APPR. UNIT 003040	OBJECT 30412	DESCRIPTION On Call Technical Support Services	AMOUNT \$ 187,000.00	ID 1				
QUANTITY	ID	U.O.M.	UNIT 82008000	M PROJ	PROJECT	ACTIVITY	WORK ORDER S101PURC	TASK TTT	S/TASK TTT	CHANGE ORDER	FUNCTION

LINE NO. 02	FUND	DEPT.	APPR. UNIT	OBJECT	DESCRIPTION On Call Technical Support Services	AMOUNT	ID				
QUANTITY	ID	U.O.M.	UNIT	M PROJ	PROJECT	ACTIVITY	WORK ORDER S101PURC	TASK	S/TASK	CHANGE ORDER	FUNCTION

FOR:

CONTINUED ON-CALL COMPUTER TECHNICAL SUPPORT SERVICES AS DESCRIBED IN PROJECT TASK ORDER A3-16-01 UNDER CONTRACT C-127362 FROM 7/1/2024 THROUGH 8/31/2024, pending the execution of a supplemental agreement to the contract.

Funding is available in Fund 100, Dept 82, Appropriation Unit 003040. This AE will impact the General Fund by \$187,000 using SCMO funded funds. Authorize the President or two members of the Board of Public Works to execute this service agreement.


Nicolas Tran, Director of Systems
Information and Control Systems Division

TO THE OFFICE OF THE CONTROLLER:

PURSUANT TO PROVISIONS OF THE CITY CHARTER AND TO THE ANNUAL DEPARTMENTAL BUDGET APPROPRIATIONS OR OF APPROPRIATIONS MADE SUBSEQUENT TO THE BUDGET, THIS IS AUTHORITY TO ISSUE A DEMAND ON THE FUND AND DEPARTMENT DESCRIBED ABOVE.

CONTRACT OR OFFER NO. (STRIKE OUT ONE)

ORIGINAL/ADJUSTED AUTH. TOTAL

\$ 187,000.00

BUREAU OR DIVISION HEAD Barbara Romero, Director	DATE 09/26/24	BOARD OF PUBLIC WORKS	DATE
ACCOUNTING for: Miguel De La Pena	DATE 02/11/2025	CITY ATTORNEY APPROVAL OF AFE OVER \$25,000 Virginia Choi	DATE 10/30/24

READ THIS CAREFULLY. THIS A.F.E. MUST BE APPROVED FOR FUNDS BY THE CITY CONTROLLER BEFORE SERVICE IS RENDERED. THIS FORM SHALL NOT BE USED FOR THE PURCHASE OF MATERIALS, SUPPLIES OR RENTAL OF EQUIPMENT. INVOICES IN DUPLICATE MUST BE FORWARDED TO THE DEPARTMENT TO WHICH SERVICES WERE RENDERED.

CONTROLLER'S APPROVAL

- (1) DOCUMENT NUMBER, NAME AND ADDRESS OF DEPARTMENT MUST APPEAR ON ALL INVOICES.
- (2) IN CASE OF A DELAY IN PAYMENT OF INVOICE BEYOND 30 DAYS FOLLOWING THE DATE OF INVOICE, PLEASE NOTIFY THE CONTROLLER IN WRITING GIVING REFERENCE TO A.F.E. NUMBER, AND STATE TO WHAT DEPARTMENT SERVICE WAS RENDERED.


Print

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: September 12, 2024

TO: Rick Cole, Deputy Chief Controller
Office of the Controller

ATTN: James Robinson, PR Deputy Controller

FROM: Nicolas Tran, Director of Systems 
L.A. Sanitation, Information & Control Systems Division

SUBJECT: AFTER THE FACT MEMO: AE

LA Sanitation is submitting this Authority for Expenditure (AE) request to pay DCSE, Inc. invoices up to the amount of \$187,000.00 for services rendered 7/1/2024 through 8/31/2024. DCSE, Inc. provides On-Call Technical Services for Los Angeles Sanitation and Environment.

The AE is needed for the payment of services due to the expiration of the personal services contract with DCSE, Inc., (C-127362). A supplemental agreement to the contract is in the process of being executed. In addition, an RFQ is in development to establish a new contract for on-call technical support services.


The on-call services are expert and technical in nature, and serve an essential component of the City's Sanitation Automation program. The consistency of LASAN'S PC support minimizes disruptions and allows a more efficient use of City resources, with City Staff able to focus on strategic initiatives rather than the day to day troubleshooting to ensure that critical operations and systems are always up and running leading to better service for constituents. This AE will provide LASAN with the continued services until the amended contract is executed.

Please contact Rodney Bernaldo at (213) 485-2274 should you have any questions regarding this matter. Thank you.

AE/NT:æ

Sanitation

Commissioner Briefing Form

Authority Number/ LOA Subject Title	AE25100151M ON CALL TECHNICAL SUPPORT SERVICES
Division	82008000
Vendor	DCSE, INC.
Service Description (list complete description below)	
On-Call computer technical support services as described in project task order AE-16-01 Under contract C-127362 from 7/1/2024 through 8/31/2024, pending the execution of a supplemental agreement to the contract.	
Duration of funding: July 1, 2024 – August 31, 2024 Estimated Amount: \$187,000.00	
Date of Briefing	OCTOBER 8, 2024
Time of Briefing	11:00 A.M.
Commissioner Name	Susana Reyes
Commissioner Signature	


* For an AE with LOA attached that will be submitted to the board (\$20,000 and greater), the following language is to be included on the golden rod, "Authorize the President or two members of the Board of Public Works to execute this service agreement"

* All acronyms are to be spelled out

Signed form must be submitted in AE package to the Purchasing Section.

Sanitation

Commissioner Briefing Form

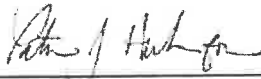
Authority Number/ LOA Subject Title	AE25100151M ON CALL TECHNICAL SUPPORT SERVICES
Division	82008000
Vendor	DCSE, INC.
Service Description (list complete description below)	
On-Call computer technical support services as described in project task order AE-16-01 Under contract C-127362 from 7/1/2024 through 8/31/2024, pending the execution of a supplemental agreement to the contract.	
Duration of funding: July 1, 2024 – August 31, 2024 Estimated Amount: \$187,000.00	
Date of Briefing	NOVEMBER 26, 2024
Time of Briefing	10:00 A.M.
Commissioner Name	VAHID KHORSAND
Commissioner Signature	

* For an AE with LOA attached that will be submitted to the board (\$20,000 and greater), the following language is to be included on the golden rod, *"Authorize the President or two members of the Board of Public Works to execute this service agreement"*

* All acronyms are to be spelled out

Signed form must be submitted in AE package to the Purchasing Section.

AE25100151M

TRANSMITTAL		0120-17468-0000
TO Barbara Romero, Director Public Works, Bureau of Sanitation		DATE 01-16-25
FROM City Administrative Officer		COUNCIL FILE NO. COUNCIL DISTRICT ALL
<p>PROPOSED LETTER OF AGREEMENT BETWEEN THE BUREAU OF SANITATION AND DCSE, INC. FOR ON CALL COMPUTER TECHNICAL SUPPORT SERVICES, RETROACTIVE TO JULY 1, 2024 THROUGH AUGUST 31, 2024 FOR A NOT-TO-EXCEED COST OF \$187,000</p> <p>Approved and transmitted for processing.</p> <p style="text-align: center;"> Matthew W. Szabo City Administrative Officer</p> <p>MWS/PJH/JVW:jcy/amm:10250139</p>		

LWO - DEPARTMENTAL GUIDANCE FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance (OCC) AFTER THE CONTRACT HAS BEEN EXECUTED. **INCOMPLETE SUBMISSIONS WILL BE RETURNED**. Please refer to the endnotes for more details.

This form is intended only as an initial determination by the Awarding Department on the applicability of the Living Wage Ordinance (LWO) to a contract. If a final LWO determination is needed, please contact the OCC.

AWARDING DEPARTMENT INFO	
Dept: <u>LASAN - ICSD</u>	Contract Administrator: <u>Alexa Esparza</u> Phone #: <u>213-485-2842</u>
CONTRACTOR INFO	
Contractor Name: <u>DCSE</u>	
Contractor Address: <u>23461 S. Pointe Dr., Suite 300</u>	
City: <u>Laguna Hills</u>	State: <u>CA</u> Zip: <u>92653</u>
CONTRACT INFO	
Contract Name: <u>ON-CALL SERVICES FOR SANITATION AUTOMATION PROJECTS - COMPUTER TECHNICAL SUPPORT</u>	Contract #: <u>AE25100151M</u>
Purpose: <u>PROVIDE AS-NEEDED COMPUTER TECHNICAL SUPPORT</u>	
Contract Amount: <u>\$187,000</u>	Start Date: <u>7/1/2024</u> End Date: <u>8/31/2024</u>
Location of Service: <u>1149 S. Broadway, 9th Fl, Los Angeles, CA 90012, and various locations</u>	
SECTION I: DETERMINING APPLICABILITY TO THE LWO	
<p>1. Check off ONE box that best describes the contract.</p> <p><input checked="" type="checkbox"/> New Contract</p> <p><input type="checkbox"/> Contract Amendment # _____</p>	<p>INSTRUCTIONS</p> <p>If you checked off the New Contract box, SKIP TO Question 3.</p> <p>If you checked off the Contract Amendment box, CONTINUE TO Question 2a.</p>
<p>2a. Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2b. Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If you checked off YES to 2a OR 2b, THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.</p> <p>If you checked off NO to 2a AND 2b, CONTINUE TO Question 3.</p>
<p>3. Check off any box(es) from the list that describes the contract.</p> <p>TYPE A</p> <p><input type="checkbox"/> Service contract that is less than 3 months OR less than \$25,000.</p> <p><input type="checkbox"/> With another governmental entity.</p> <p><input type="checkbox"/> Purchase or rental of goods, equipment, property.</p> <p><input type="checkbox"/> With a utility company for work pursuant to an order of the Public Utilities Commission.</p> <p>Financial assistance is below both the LWO CFAR thresholds:</p> <p><input type="checkbox"/> (a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) is less than \$100,000 if on a continuing basis.</p>	<p>If you checked off one of the boxes under TYPE A¹, your contract is NOT SUBJECT to the LWO. THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.</p>
<p>TYPE B</p> <p><input type="checkbox"/> Service contract that is at least 3 months AND \$25,000 or more.</p>	<p>If you checked off the box under TYPE B, your contract MAY OR MAY NOT BE SUBJECT to the LWO. CONTINUE TO Question 4a.</p>

SECTION I: DETERMINING APPLICABILITY TO THE LWO (continued)

Question #3 (continued)		INSTRUCTIONS
<p align="center">TYPE C</p> <p><input type="checkbox"/> Public leases or licenses.</p>		<p>If you checked off the box under TYPE C, your contract MAY OR MAY NOT BE SUBJECT to the LWO. CONTINUE TO Question 5a.</p>
<p align="center">TYPE D</p> <p><input type="checkbox"/> City Financial Assistance Recipient (CFAR).</p>		<p>If you checked off the box under TYPE D, your contract MAY OR MAY NOT BE SUBJECT to the LWO. CONTINUE TO Question 6.</p>
<p align="center">TYPE E</p> <p><input type="checkbox"/> Construction contracts.</p>		<p>If you checked off the box under TYPE E, your contract MAY OR MAY NOT BE SUBJECT to the LWO. CONTINUE TO Question 8.</p>
TYPE B	<p>4a. Are at least some of the services rendered by Employees whose work site is on property owned or controlled by the City? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If you checked off YES to 4a, 4b OR 4c, this contract is SUBJECT to the LWO. CONTINUE TO Section II.</p> <p>If you checked off NO to 4a, 4b AND 4c, this contract is NOT SUBJECT to the LWO, contingent on the OCC's approval. Contractor must complete and submit the LW-29 LWO Non-Coverage Determination Application for approval prior to contract execution. CONTINUE TO Question 9.</p>
	<p>4b. Could the services feasibly be performed by City employees if the City had the requisite financial and staffing resources? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
	<p>4c. Has the DAA determined in writing that coverage would further the proprietary interest of the City? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
TYPE C	<p>5a. Are the services rendered on premises at least a portion of which is visited by members of the public? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If you checked off YES to 5a, 5b OR 5c, this contract is SUBJECT to the LWO. CONTINUE TO Section II.</p> <p>If you checked off NO to 5a, 5b AND 5c, this contract is NOT SUBJECT to the LWO, contingent on the OCC's approval. Contractor must complete and submit the LW-29 LWO Non-Coverage Determination Application for approval prior to contract execution. CONTINUE TO Question 9.</p>
	<p>5b. Could the services feasibly be performed by City employees if the City had the requisite financial and staffing resources? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
	<p>5c. Has the DAA determined in writing that coverage would further the proprietary interests of the City? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
TYPE D	<p>6. Does the agreement intend to promote economic development or job growth? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If you checked off YES, CONTINUE TO Question 7a.</p> <p>If you checked off NO, this contract is NOT SUBJECT to the LWO. PLEASE SUBMIT PAGES 1 AND 2 ONLY TO THE OCC.</p>
	<p>7a. Is the Financial Assistance given in a 12-month period and above \$1 Million? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
	<p>7b. Is the Financial Assistance \$100,000 or more on a continuing basis? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
TYPE E	<p>8a. Are there Employees working on the contract not covered by prevailing wage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If you checked off YES to 8a OR 8b, this contract is SUBJECT to the LWO. CONTINUE TO Section II.</p> <p>If you checked off NO to 8a AND 8b, this contract is NOT SUBJECT to the LWO. PLEASE SUBMIT PAGES 1 AND 2 ONLY TO THE OCC.</p>
	<p>8b. Are there Employees with prevailing wages that are less than the LWO rate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>9. Has the LW-29 LWO Non-Coverage Determination Application been approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>If you checked off YES, THIS FORM IS COMPLETE - Once the contract has been executed, SUBMIT LW-1 Page 1 & 2 ONLY AND THE APPROVED LW-29 LWO NON-COVERAGE DETERMINATION FORM TO THE OCC.</p> <p>If you checked off NO, CONTINUE TO Section II.</p>

SECTION II: LIST OF EXEMPTIONS

Your contract is subject to the LWO. However, the contract or contractor may be eligible for an exemption. Below is a list of exemptions and the required documents

LW-10 Exemption Application	INSTRUCTIONS
a) Grant Funded Services ³ . b) CFAR: First Year Financial Assistance Recipient. c) CFAR: Employing Fewer than Five Employees. d) CFAR: Hardship Waiver for Job Training and Preparation Programs. e) Collective Bargaining Agreement with LWO Supersession Language. f) Student Work-Study or Employment Program.	If qualified, complete and submit the LW-10 Exemption Application, the required supporting documentation for the OCC's approval, and LW-18 Subcontractor Information Form, if applicable.
LW-26 Small Business Exemption Application	
a) Small Business with Seven Employees or Less.	If qualified, complete and submit the LW-26 Small Business Exemption Application, the required supporting documentation for the OCC's approval, and LW-18 Subcontractor Information Form, if applicable.
LW-28 501(c)(3) Non-Profit Exemption Application	
a) 501(c)(3) Non-profit organization.	If qualified, complete and submit the LW-28 501(c)(3) Non-Profit Exemption Application, the required supporting documentation for the OCC's approval, and LW-18 Subcontractor Information Form, if applicable.

If an exemption has been approved by the OCC, **THIS FORM IS NOW COMPLETE - SUBMIT the LW-1 and the APPROVED EXEMPTION/NON-COVERAGE DETERMINATION FORM TO THE OCC once the contract has been executed.**

If an exemption/non-coverage determination has been denied by the OCC, CONTINUE TO SECTION III.

SECTION III: CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

This contract **IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS**. The contractor must complete the following two forms below and provide supporting documents and submit them to the Awarding Department.

- LW-6 Employee Information Form
- LW-18 Subcontractor Information Form

Once these forms are completed and the contract is executed, PLEASE SUBMIT THIS LW-1, LW-6 and LW-18 to the OCC.

ENDNOTES FOR LWO DEPARTMENTAL GUIDANCE FORM - LW-1

¹Contracts under TYPE A are NOT SUBJECT to the LWO: When an agreement is not subject to the LWO, neither the Employer nor any of its Subcontractors working on the agreement will be subject to the LWO. Departments do not need to request the OCC to approve an exemption and Employers do not need to submit an application.

²The City Council must identify economic development or job growth as one of the reasons for the financial assistance recipient agreement.

³If the OCC determines the Grant Funded Service Agreement is exempt from the LWO, neither the Employer nor any of its Subcontractors working on the Agreement will be subject to the LWO.

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Charter Section 1022 Determination

TO: (Department/Bureau and Division) PW Bureau of Sanitation, Information and Control Systems Division	Contact: Alexa Esparza	Phone: 213-485-2842	Date: 05-31-24
Activity/Service to be Contracted: As-needed computer technical support including technical assistance related to operating systems, computer hardware, software, mobile devices and other technical tools; first-level troubleshooting to end-users; installation, modification, and repair of hardware and software		Type of Contract: (Check one) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> AMEND Term: 8 months	
Personnel Department Finding: CITY EMPLOYEES <u>HAVE</u> THE EXPERTISE TO PERFORM THE WORK. (Attach Personnel Department Contract Review Report).			

A. FEASIBILITY FINDINGS

This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more feasibly by a contractor than by City employees for the following reason(s):	
<input checked="" type="checkbox"/>	There is insufficient existing City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's needs.
<input type="checkbox"/>	The work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for this project.
<input type="checkbox"/>	Independent review is needed and/or the contractor has proprietary knowledge the City needs.
<input type="checkbox"/>	Council has declared an emergency pursuant to Charter Section 371 (e) (5) or (6), and neither existing nor additional staff is available in a timely manner to perform the work.
<input checked="" type="checkbox"/>	Other – see Comments Section below.

B. ECONOMIC FINDINGS

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more economically by a contractor than by City employees as summarized below. (Attach Contract Cost Analysis Form (CAO/ERD-2) completed by requesting department).				
	ESTIMATED COST OF CITY FORCES	TOTAL		PROPOSED CONTRACT COSTS	TOTAL
1	Cost of Civilian Positions		1	Proposed Contract Labor Costs	
2	Cost of Sworn Positions		2	Other Pertinent Contract Costs (if provided)	
3	Other Pertinent Costs (if applicable)		3	Civilian Department Contract Administration Costs	
			4	Sworn Department Contract Administration Costs	
	TOTALS	\$0		TOTALS	\$0

C. CONTRACTING IS NOT WARRANTED

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, City employees have the expertise to perform the work proposed to be contracted, and it is not more feasible or economical to contract.
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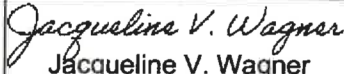

D. COMMENTS

<p>The Public Works, Bureau of Sanitation (Bureau) requests authority to pursue a personal services contract agreement for as-needed computer technical support for a period of eight months while it develops an extension to an existing contract for the same services (C-127362) and prepares to initiate a procurement process for selection of a new contractor. The current services are provided through a Task Order under existing Contract C-127362 with DCSE, Inc. for as-needed consultant services for the implementation of the Sanitation Automation Master Plan. The contract expired on April 7, 2024. The Bureau estimates that execution of a contract amendment and extension to C-127362 will take six to eight months.</p> <p>In accordance with Charter Section 1022, the Personnel Department determined that City employees have the expertise to perform the work, and identified three classes (Programmer Analyst, Systems Analyst, and IT Specialist) that can perform the work proposed for contracting and identified departments that employ the classifications, including the Bureau. The Bureau estimates that 5.5 full-time equivalent Systems Analysts would be required to perform the work requested, including support for over 2,200 personal computers. The Bureau</p>

currently has 34 Programmer Analyst and Systems Analyst authorities, 27 of which are filled. Five of the seven vacant positions are eliminated in the 2024-25 Budget. The two remaining vacant positions are assigned specifically to support wastewater and stormwater system technology needs and cannot be reassigned. The Bureau indicates it does not have sufficient current staff assigned to perform the work needed, nor can current staff absorb the additional work. Additionally, new positions cannot be authorized, employed and trained in a timely manner to meet the Bureau's needs. The Bureau also reached out to over 45 departments that employ the requisite classifications. Twenty-two departments indicated they have insufficient staff to provide the services requested. Twenty-three departments did not provide a response. The Bureau further conducted an economic analysis and found that contracting the work is more economical than having City employees perform the work. This Office did not conduct an economic analysis to validate the numbers provided by the Bureau.

This Office finds that the work proposed to be contracted for an eight-month term can be performed more feasibly by a contractor than by City employees due to insufficient existing staff to perform the work and the immediate and intermittent need of the work required. At the time the Bureau seeks to pursue a long-term agreement for the proposed work, a thorough economic analysis should be conducted to determine whether contracting is warranted.

DocID 10240233

0150-12676-0000	 Janice Chang Yu	 Jacqueline V. Wagner	 Benjamin Ceja
Work Assignment Number	Analyst	Chief	Assistant CAO

**LETTER OF AGREEMENT
BETWEEN
DCSE, INC.
AND
CITY OF LOS ANGELES
FOR
ON-CALL SERVICES FOR SANITATION AUTOMATION
PROJECTS
COMPUTER TECHNICAL SUPPORT**

WHEREAS, on July 8, 2013, the City of Los Angeles (City), following authorization by the Board of Public Works (Board), published a Request for Qualifications (RFQ) for On-Call Services for Sanitation Automation Projects; and

WHEREAS, on April 8, 2016, following the evaluation and required approval processes, the City executed an on-call personal services contract with a number of qualifying firms, one of which was DCSE, Inc. (Vendor) (C-127362) (Contract); and

WHEREAS, the Information and Control Systems Division (ICSD) of LASAN maintains an extensive network composed of over 30 work sites, three data centers, 400 servers, and 3000 personal computers, notebooks/tablets, and mobile devices; and,

WHEREAS, LASAN has relied on contract labor to be able to maintain appropriate staffing levels for computer technical support and the support of our day to day operations, such as deployment and upgrade of computer hardware and software, LASAN Help Desk, video conferencing system support, salvage equipment, break-fix support for computer-based equipment in need of service or repair, and other related technical needs for LASAN users; and,

WHEREAS, on April 9, 2016 the City executed a Project Task Order No. A3-16-01 (PTO) under the Contract for Vendor to provide computer technical support; and

WHEREAS, the PTO was amended twice, on December 12, 2018 and November 4, 2022; and

WHEREAS, the Contract expired on April 7, 2024, following the City's exercise of all three one-year renewal options under the Contract following the initial 5-year term; and,

WHEREAS, DCSE has provided LASAN with consistent, dependable, and knowledgeable support staff throughout the term of the contract, with the augmented staff being especially instrumental in our support during the pandemic when staff were telecommuting and working as Disaster Service Workers; and,

WHEREAS, onsite support by the DCSE support staff is critical to our operations to continue the necessary service to constituents, including institutional knowledge on all of LASAN's different systems that can't be easily replaced, following LASAN standard operating procedures and organization; and,

WHEREAS, the consistency of LASAN'S PC support minimizes disruptions and allows a more efficient use of City resources, with City Staff able to focus on strategic initiatives rather than the day to day troubleshooting to ensure that critical operations and systems are always up and running leading to better service for constituents; and,

WHEREAS, this Letter of Agreement (LOA) is being used by the City to receive continued services from the Vendor pursuant to the terms of the PTO and its amendments, pending execution by the Board, Mayor, and City Council of a supplemental agreement to the Contract extending its term; and

WHEREAS, the on-call services for automation projects stated in this LOA are expert and technical in nature, and serve an essential component of the City's Sanitation Automation program; and

WHEREAS, the use of competitive bidding for such services would be undesirable and impractical, and it is not reasonably practicable or compatible with the City's interest to utilize competitive proposals pending the amendment of a contract through the above-described process;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this LOA, it is understood and agreed by and between the parties hereto as follows:

Term of the Agreement:

Vendor agrees to provide the services described in PTO No. A3-16-01 for Computer Technical Support under Contract Number C-127362 (Contract) and its amendments for the period from July 1, 2024 through August 31, 2024 or the date on which the supplemental agreement to the Contract becomes effective, whichever is earlier. Once effective, such Supplemental Agreement shall supersede this LOA in its entirety. Performance for this LOA shall not commence until the Vendor has obtained the City's approval on Vendor documents described in this Agreement, and is in receipt of such and/or other required documents.

Statement of Work to be Provided by the Vendor:

The Vendor shall continue to provide services within the scope of services for PTO A3-16-01 and its amendments issued under Contract Number C-127362, under the same terms and conditions as stated in that Contract, which is hereby incorporated by reference in its entirety into this Agreement as though fully set forth herein.

Should the Vendor determine a need to alter the services described, a request must be submitted to the City in writing. The Vendor shall not alter such services without the City's prior written approval.

Standard Provisions:

Vendor agrees to comply with the provisions outlined in the City's "Standard Provisions for City Contracts" (Rev. 6/24), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;
2. Standard Provisions for City Personal Services Contracts.

Terms of Compensation:

For the complete and satisfactory performance of the terms of this LOA, the City shall pay to the Vendor an amount not to exceed One Hundred Eighty Seven Thousand Dollars (\$187,000). Payment and invoicing terms and processes remain the same as described in the Contract.

Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

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

Ratification

At the City's request Contractor has continued performance of the services specified herein prior to the execution of this LOA. To the extent that such services were performed in accordance with the terms and conditions of this LOA, invoices for costs incurred for the services shall be payable to the Vendor if said costs were incurred in completing any task specifically authorized by the LOA, said costs are reviewed and approved by the City for payment, and such approval for payment occurs after the proposed LOA is fully executed. No such amount shall be due and payable until the City's review and approval. In no event shall interest be owed on any costs whatsoever incurred prior to the effective date of the LOA.

Signature Page

In witness whereof, the City of Los Angeles and DCSE, Inc. have caused this Agreement to be executed by their duly authorized representatives:

For: DCSE, INC.

By: Masoud Hoseyni

Name: Masoud Hoseyni

Title: President

Date: September 19, 2024

For: DCSE, INC.

By: Ali Diba

Name: Ali Diba

Title: CEO

Date: September 19, 2024

For: THE CITY OF LOS ANGELES

By: _____

Name: _____

Title: Commissioner

Department: BOARD OF PUBLIC WORKS

Date: _____

By: _____

Name: _____

Title: Commissioner

Department: BOARD OF PUBLIC WORKS

Date: _____

APPROVED AS TO FORM AND LEGALITY:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____

Name: Virginia Choi

Title: Deputy City Attorney

Date: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [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 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. 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. 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

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.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

RAMP Id: 27741 EIN/TIN: _____
Company Name: DCSE, Inc. _____
Company Address: 23461 S Pointe Drive Suite 300 _____
City: Laguna Hills State: CA Zip: 92653
Contact Person: Masoud Hoseyni Phone: 949-465-3400 E-mail: rfp@dcse.com
Approximate Number of Employees in the United States: 28
Approximate Number of Employees in the City of Los Angeles: 5

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

1. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
2. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
3. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

I have no employees.

I provide no benefits.

I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

✓ I provide equal benefits as required by the City of Los Angeles EBO.

I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) .

Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Masoud Hoseyni, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Masoud

First name

Hoseyni

Last name

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP (www.rampla.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, _____ am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

27741

RAMP Id

EIN/TIN

DCSE, Inc.

Company Name

23461 S Pointe Drive Suite 300

Laguna Hills

CA

92653

Street Address

City

State

Zip

Phone

Email

3. The company came into existence in 1990 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- ☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, , the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Masoud Hoseyni

Signature

4/25/2021, 5:29 PM

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them

control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)

**AUTHORITY FOR EXPENDITURE (AE)
SUPPLEMENTARY INFORMATION**

VENDOR NAME AND ADDRESS:

DCSE, INC.
23461 S. POINTE DR. STE 300
LAGUNA HILLS, CA 92653

ATTN: MASOUD HOSEYNI

SERVICE TYPE (CHECK ONE)

ONE-TIME ☐

CONTINUING ☐

INTERMITTENT ☒

DATES / TIME FRAME
FOR SERVICES:

7/1/2024-8/31/2024

IS SERVICE IN CONJUNCTION WITH OTHER BUREAU OR GOVERNMENT ENTITY(IES)? (CHECK ONE)

YES ☐

NO ☒

IF YES, NAME OF ENTITY(IES):

NATURE OF COOPERATIVE AGREEMENT:

STATE REASON(S) FOR SERVICE(S) TO BE COMPLETED AND PAID THROUGH AN AE FORMAT RATHER THAN AS A PERSONAL SERVICE CONTRACT OR CITY CONTRACT:

On-call contract expired. Supplemental Agreement and new RFQ are pending.

Division: ICSD

Contact Person: Alexa Esparza

Phone #: 213-485-2842

Date: 9/1/2024

Bureau of Sanitation

Headquarters And Workforce Information Form

Date: 9/2/2024

Authority Number: AE25100151

Division Contact Name: Alexa Esparza Division Contact Number: 213-485-2842

Below information is necessary from the vendor

Company Name: DCSE, INC.

Headquarters Address: 23461 S Pointe Dr., Suite 300

Headquarters City and State: Laguna Hills, CA

Total No. of Staff: 10

No. of Staff That Reside in City of LA: 0



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Bureau of Sanitation

Name of Bidder:

DCSE, Inc.

Phone:

(949) 465-3400

Address:

23382 Mill Creek Dr., Ste. 100, Laguna Hills, CA 92653

Email:

mhoseyni@dcse.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: August 28, 2013

Signature: _____

Name: _____

Masoud Hoseyni

Title: _____

President

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number:

Date Bid Submitted:

9/26/13

Description of Contract:

On-Call Services For Sanitation Automation Projects

Department:

Department of Public Works/Bureau of Sanitation

BIDDER

Name: DCSE, Inc.

Address: 23382 Mill Creek Dr., Ste. 100, Laguna Hills, CA 92653

Email (optional): mhoseyni@dcse.com Phone: (949) 465-3400

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent or are authorized by the bid or proposal to represent the bidder before the City.

Name: Masoud Hoseyni Title: President

Name: Ming-Chin Jeng Title: Vice President

Name: Ali Diba Title: Treasurer

Name: Kamyar Tafreshi Title: Secretary

Name: Title:

☐ additional sheets are attached.

☐ Bidder is an individual with no principals.

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor:

Subcontractor:

Subcontractor:

Subcontractor:

☐ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



CITY OF LOS ANGELES

Office of Finance - LATAX Report

ACCOUNT NUMBER

0000493283

LEGAL NAME

DCSE INC

TAX STATUS

CLEAR

<u>LOCATION</u>	<u>DBA NAME</u>	<u>LOCATION ADDRESS</u>	<u>STARTED AT LOCATION</u>	<u>END DATE</u>	<u>IN CITY</u>	<u>COUNCIL</u>	<u>EMP ZONE</u>
0001		23461 S POINTE DR STE 300 LAGUNA HILLS CA92653 1523	01/01/1994		N	Where no zone is applicable	None

<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>
L049	Professions / Occupations	01/01/2007



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. 248 E ROWLAND ST. Covina CA 91723	CONTACT NAME: JIAYI HE-BRACKEN PHONE: 6269564048 FAX: (A/C, No, Ext): E-MAIL ADDRESS: kay.hebracken@hubinternational.com																					
INSURED DCSE, Inc. 23461 S Pointe Dr Ste 300 Laguna Hills CA 92653	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Insurance Co</td><td>36161</td></tr><tr><td>INSURER C:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Underwriters Insurance Company	30104	INSURER B:	Travelers Property Casualty Insurance Co	36161	INSURER C:	Philadelphia Indemnity Insurance Company	18058	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	72SBABD5V8A	03/18/2024	03/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	72SBABD5V8A	03/18/2024	03/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE	Y	Y	72SBABD5V8A	03/18/2024	03/18/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB7J217728	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	PHSD1828498	12/01/2023	12/01/2024	Each Occurrence 2,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JIAYI HE-BRACKEN
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CERTIFICATE OF LIABILITY INSURANCE

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