



AGREEMENT NO. 47884

Company Name: SoftwareOne, Inc.

Subject: Software Commodities

TABLE OF CONTENTS

ARTICLE I – PARTIES AND NOTICE

- 1.1 Parties to the Agreement**
- 1.2 Service of Notices**
- 1.3 Placement of Software Orders and Contract Administration**

ARTICLE II - TERM OF THE AGREEMENT

- 2.1 Term of the Agreement**

ARTICLE III – TIME

ARTICLE IV – COMPENSATION AND PAYMENT

- 4.1 Compensation**
 - 4.1.1 Not-to-Exceed Amount
 - 4.1.2 Authorized Expenditures
- 4.2 Allowable Fees and Costs**
 - 4.2.1 Payment of Software Costs
 - 4.2.2 Reserved
 - 4.2.3 Other Reimbursable Expenses
- 4.3 Method of Payment**
 - 4.3.1 Required Invoice Information
 - 4.3.2 Reserved
 - 4.3.3 Software Invoices
 - 4.3.4 Notice of Items Not Approved for Payment
 - 4.3.5 Notification of Status of Agreement Expenditures
 - 4.3.6 Timely Invoicing
 - 4.3.7 Maximum Authorized Amount

ARTICLE V – PROVISION OF SERVICES

- 5.1 Services to be Provided by the Contractor**
 - 5.1.1 Description of Contractor Services
 - 5.1.2 LADWP Approval of Work
 - 5.1.3 Industry Standard of Care
- 5.2 Contractor Personnel**
 - 5.2.1 Key Personnel
 - 5.2.2 Unavailability of Key Personnel
 - 5.2.3 Removal of Contractor Personnel
- 5.3 Contractor Use of Subcontractors**
 - 5.3.1 LADWP Pre-Approval of Subcontractor
 - 5.3.2 Subcontractor Subcontracting
 - 5.3.3 Agreement Provisions Applicable to Software Manufacturers/Publishers
 - 5.3.4 Copies of Software Ordering Documents

ARTICLE VI - SOFTWARE ORDERS

- 6.1 Placement of Software Orders**
- 6.2 Software Order Modifications**

ARTICLE VII - OWNERSHIP

- 7.1 Ownership Rights**
 - 7.1.1 Use of Deliverables
- 7.2 Warranty Against Infringement**
- 7.3 Survival of Provisions**

ARTICLE VIII - CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

- 8.1 Confidentiality**
- 8.2 Reserved**

ARTICLE IX - TERMINATION AND SUSPENSION

- 9.1 Termination for Convenience**
 - 9.1.1 Notice of Termination
 - 9.1.2 Receipt of Notice of Termination
 - 9.1.3 Amount Due
- 9.2 Termination for Cause**
- 9.3 Suspension of Work**
- 9.4 Termination Transition**

ARTICLE X - AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

- 10.1 Amendments**
 - 10.1.1 Request for Amendment
 - 10.1.2 Development of Amendments
 - 10.1.3 Approval and Authorization of Amendments
- 10.2 Administrative Changes**
 - 10.2.1 Request for Administrative Changes
 - 10.2.2 Development of Administrative Changes
 - 10.2.3 Approval and Authorization of Administrative Changes
- 10.3 Order of Precedence**

ARTICLE XI - DISPUTES

- 11.1 Disputes**
 - 11.1.1 Dispute Resolution
 - 11.1.2 Continued Work
 - 11.1.3 Claim Procedures

ARTICLE XII - ENTIRE AGREEMENT

- 12.1 Number of Pages and Attachments**
- 12.2 Represented by Counsel**

EXHIBITS

Exhibit A	General Conditions (Services)
Exhibit B	Special Provisions
Exhibit C	Fee Schedule
Exhibit D	Reserved
Exhibit E	List of Subcontractors
Exhibit F	List of Key Personnel
Exhibit G	Reserved
Exhibit H	Statement of Work
Exhibit I	Power System Critical Facilities Background Screening Requirement
Exhibit J	Confidentiality Agreement for LADWP Proprietary Information
Exhibit K	Safety Compliance Certificate
Exhibit L	CIP-013 Cyber Security Risk Management Supplemental Terms

**AGREEMENT NUMBER 47884
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
SOFTWAREONE, INC.**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter “LADWP”) and SoftwareOne, Inc, a Wisconsin Corporation (hereinafter the “Contractor”). Individually, LADWP and Contractor are referred to under this Agreement as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: PARTIES AND NOTICE

1.1 Parties to the Agreement

The Parties to this Agreement are:

Los Angeles Department of Water and Power
111 North Hope Street
Los Angeles, California 90012

and

SoftwareOne, Inc.
320 E Buffalo St, Suite 200
Milwaukee, WI 53202

1.2 Service of Notices

All notices, demands and communications regarding the interpretation of the terms of this Agreement or changes thereto shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, electronic mail, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile or email, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person(s) designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given to the other Party, in accord with this article, of said change.

The authorized representatives to receive said notices shall be:

Authorized representatives of LADWP:

Cindy Lee
Systems Analyst
Los Angeles Department of Water and Power Division
111 N. Hope St.
Los Angeles, California 90012
Phone Number: (818) 771-3776
Email Address: Cindy.Lee@ladwp.com

and

Annie Ramos
Senior Systems Analyst
Los Angeles Department of Water and Power Division
111 N. Hope St.
Los Angeles, California 90012
Phone Number: (213) 367-4046
Email Address: Annie.Ramos@ladwp.com

Authorized representatives of the Contractor:

Phillip Bushman
Account Manager
Public Sector
320 E Buffalo Street, Suite 200
Milwaukee, WI 53202
Phone Number: (262) 953-5243
Email Address: Phillip.Bushman@softwareone.com

and

Jessica Jesenik
Area Sales Director
Healthcare, NPO and SLED
320 E Buffalo Street, Suite 200
Milwaukee, WI 53202
Phone Number: (339) 206-0313
Email Address: Jessica.Jesenik@softwareone.com

1.3 Placement of Software Orders and Contract Administration

The LADWP authorized representatives identified in Article 1.2 above are authorized to place Software Orders, and perform Contract Administration duties such as issue Change Order Notices, formally approve Deliverables, review invoices submitted for payment, etc.

ARTICLE II: TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate five (5) years thereafter, subject to the termination provisions herein. Performance shall not begin until the Contractor has obtained LADWP approval of insurance required herein.

ARTICLE III: TIME

LADWP and the Contractor understand and agree that "Time is of the Essence" in performance of this Agreement.

ARTICLE IV: COMPENSATION AND PAYMENT

4.1 Compensation

4.1.1 Not-to-Exceed Amount

The total compensation that may be paid to the Contractor by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed Five Hundred and Ten Million Dollars (\$510,000,000.00).

4.1.2 Authorized Expenditures

Of the total amount of compensation included in Article 4.1.1 above, LADWP shall pay the Contractor for services performed, tasks implemented, and deliverables provided as specified in individual Software Orders executed in accordance with Article 4.2, Allowable Fees and Costs, and Article VI, Software Orders, of this Agreement. LADWP shall not be liable for payment of monies unless there is a written Software Order approved by LADWP's authorized representative(s) identified in Article 1.2 of this Agreement. Therefore, there is no guarantee that the Contractor shall receive any amount of work during the term of this Agreement.

4.2 Allowable Fees and Costs

LADWP shall pay for services established in a Software Order executed in accordance with Article VI, Software Orders, of this Agreement and based upon the Contractor rate established in **Exhibit C, Fee Schedule**, which is attached hereto and made a part hereof. Such rate is inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of deliverables, and one electronic copy of deliverables costs.

4.2.1 Payment of Software Costs

LADWP shall pay for software purchased by Contractor under this Agreement at the actual amount to be paid by the Contractor to the software manufacturer/ publisher plus mark-up and applicable expenditure discount in accordance with Exhibit C Fee Schedule, and consistent with an authorized Software Order. In the event a Software manufacturer /publisher does not agree to the quote or price established in an authorized Software Order, Contractor shall notify LADWP immediately that the software manufacturer/ publisher is unwilling to honor the Software Order price. LADWP reserves the right to cancel the Software Order.

4.2.2 Reserved

4.2.3 Other Reimbursable Expenses

Other expenses reimbursable by LADWP will be specifically identified and authorized by LADWP in advance in a Software Order issued under this Agreement.

Any items purchased at the request of LADWP to accomplish the work shall become the property of LADWP upon purchase and shall be delivered to LADWP at the conclusion of the work. Any other items purchased by the Contractor for performance of services pursuant to an authorized Software Order shall be the property of the Contractor, shall not be charged to LADWP, and shall not be reimbursed by LADWP.

4.3 Method of Payment

Payment for Contractor services shall be made in accordance with the rates established in **Exhibit C, Fee Schedule**. The Contractor shall submit invoices to LADWP in accordance with the rates established in **Exhibit C, Fee Schedule**.

4.3.1 Required Invoice Information

An electronic copy of the invoice must be submitted and emailed to Cindy.Lee@ladwp.com.

The following information shall be included in each invoice submitted by the Contractor to LADWP:

1. Contractor name, address, and vendor code number as registered on LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Internal Revenue Service ID Number

4. Date of invoice
5. Invoice number
6. Contract number
7. Summary of individual Software Orders, including cost per order.
8. Description of deliverables provided related to each individual Software Order and associated costs
9. Supporting documentation for all costs and expenses, in a format acceptable to LADWP
10. Following certification statement signed by the Contractor:

“I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq.”
11. Taxes
12. Total amount of invoice

Contractor’s failure to submit accurate and all required information shall result in LADWP’s rejection of the invoice and non-payment.

4.3.2 Reserved

4.3.3 Software Invoices

For Software Orders, payment shall be made within forty-five (45) calendar days after review and approval of the deliverable by LADWP or receipt of the Contractor’s invoice prepared in accordance with the requirements of Article 4.3.1, whichever is later.

4.3.4 Notice of Items Not Approved for Payment

LADWP’s project manager will review the Contractor invoice within fifteen (15) working days and notify the Contractor in writing of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables or reimbursable expenses invoiced by the Contractor are not approved for payment, LADWP shall provide the Contractor with detailed comments addressing the shortfalls or costs of concern and shall meet with the Contractor to discuss such issues. Any disputes between LADWP and the Contractor regarding invoices costs and expenses shall be resolved in accordance with Article XI, Disputes, of this Agreement. LADWP shall pay undisputed invoice amounts.

4.3.5 Notification of Status of Agreement Expenditures

The Contractor shall notify LADWP in writing when costs reach 50 and 75 percent of the authorized not-to-exceed amount established in Section 4.1.1. Failure of the Consultant to provide such written notification may result in late payment of invoices by LADWP.

If, after notification, additional funds are not added to the not-to-exceed amount established in Section 4.1.1, upon expenditure of all remaining funds, the Agreement will terminate.

4.3.6 Timely Invoicing

All charges related to the performance of the Contractor's services for any Software Order, including expenses for software charged by a manufacturer/publisher and other reimbursable expenses, shall be invoiced by the Contractor to LADWP within six (6) months of the cost or expenses being incurred by the Contractor. LADWP shall not reimburse the Contractor for any costs, expenses, work, or services invoiced to LADWP six (6) months after the date the costs were incurred by the Contractor.

4.3.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that would increase LADWP's total obligation above the maximum authorized amount set forth in Article 4.1.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. LADWP shall not be obligated to pay for work performed by the Contractor for any such changes made in violation of this Agreement.

ARTICLE V: PROVISION OF SERVICES

5.1 Services to be Provided by the Contractor

During the term of this Agreement, the Contractor shall provide the services, tasks, and deliverables identified in the **Statement of Work (Exhibit H)** included herein, authorized by LADWP in this Agreement, and as set forth and agreed to by the Parties in individual Software Orders.

5.1.1 Description of Contractor Services

Contractor shall provide the services described in **Exhibit H**, and as set forth and agreed to by the Parties in individual Software Orders.

Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this Agreement

meet the requirements set forth in this Agreement, including all Exhibits and attachments.

5.1.2 LADWP Approval of Work

All deliverables are subject to LADWP approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverables pursuant to Article IV, Compensation and Payment, of this Agreement.

LADWP reserves the right to contract separately with other consultants and contractors to review the Contractor's deliverables produced in accordance with the terms of this Agreement. If LADWP contracts separately with other consultants or contractors to assist LADWP in reviewing the Contractor's deliverables and other work products, the Contractor agrees to cooperate fully and coordinate with such other consultants or contractors.

The Contractor shall provide access and make available to LADWP the Contractor's internal documents directly related to the procurement performed pursuant to this Agreement.

5.1.3 Industry Standard of Care

The Contractor shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

5.2 Contractor Personnel

5.2.1 Key Personnel

Key personnel to be assigned to this Agreement are identified in the **List of Key Personnel** set forth in **Exhibit F**. Key Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. LADWP considers the services of the Contractor's key personnel listed in **Exhibit F** essential to the Contractor's performance under this agreement.

The Contractor shall not reassign any key personnel without LADWP's prior written consent. LADWP shall review and approve or disapprove any personnel who are designated as key personnel in **Exhibit F** for any reason at its sole discretion. LADWP shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

5.2.2 Unavailability of Key Personnel

In the event individual key personnel listed in **Exhibit F** are terminated either with or without cause, or if individual key personnel are otherwise

unavailable to perform services for the Contractor, the Contractor shall provide to LADWP written notification detailing the circumstances of the unavailability. The written notification shall designate replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Contractor shall propose replacement personnel who have a level of experience and expertise equivalent to the unavailable individual key personnel for LADWP review and approval.

The Contractor recognizes and agrees that early notification of the unavailability of key personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Software Orders since the award of this agreement was predicated upon the competency of the key personnel provided.

5.2.3 Removal of Contractor Personnel

LADWP shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, if LADWP considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to LADWP. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Project.

5.3 Contractor Use of Subcontractors

Subcontractors, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in **Exhibit E, List of Subcontractors**. **Exhibit E, List of Subcontractors**, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each Subcontractor identified in **Exhibit E**.

Notwithstanding the fact that the Contractor is utilizing Subcontractors, the Contractor shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

LADWP has no obligation to any Subcontractor and nothing herein is intended to create any privity between LADWP and the Contractor's Subcontractor.

5.3.1 LADWP Pre-Approval of Subcontractors

LADWP shall pre-approve, in writing, any reduction, addition or substitution to the Subcontractors listed in **Exhibit E, List of Subcontractors**. This

applies to individuals, contract employees, sole proprietors, firms, and corporations.

5.3.2 Subcontractor Subcontracting

Subcontractors may not subcontract or delegate assigned work unless Consultant obtains LADWP's prior written consent.

5.3.3 Agreement Provisions Applicable to Software Manufacturers/Publishers

For purchases of software under this Agreement that are subject to CIP- 013 Cyber Security Risk Management requirements (as indicated in a Software Order), Contractor shall require the Manufacturer/Publisher to agree to the Supplemental Terms for Software Purchases Subject to CIP- 013 set forth in **Exhibit L** and include a copy of such Supplemental Terms with all ordering documents for such software.

The Contractor is solely responsible for ensuring that all ordering documents comply with the provisions and the terms of this Agreement, as applicable.

5.3.4 Copies of Software Ordering Documents

Upon request, Contractor shall provide LADWP with copies of all ordering documents issued by Contractor to software Manufacturers/Publishers under this Agreement.

ARTICLE VI: SOFTWARE ORDERS

6.1 Placement of Software Orders

During the term of this Agreement and in accordance with **Exhibit H, Statement of Work**, LADWP shall place Software Orders for software and/or software related products. LADWP shall prepare and transmit a Software Order to Contractor which will include the following elements:

1. Software order number
2. Software name or title
3. Description of the Software Order being provided and any related services, such as upgrades or updates (professional services are not allowed under this Agreement)
4. Name of software manufacturer/publisher
5. The number of licenses, users, or other relevant information
6. Delivery date of software or software related products
7. LADWP's designated Software Order Authorized Representative(s) as identified

in the Software Order

8. Deliverables

Upon receiving a Software Order from LADWP, Contractor shall provide LADWP with a copy of manufacturer/publisher quote to Contractor plus mark up and applicable expenditure discount within 3 business days. Upon receipt of quoted price, LADWP will authorize or confirm the order within 2 business days. Contractor will then proceed with processing the order.

6.2 Software Order Modifications

LADWP or Contractor may request modifications to an authorized Software Order to address needed services, deliverables, schedules, or costs associated with the authorized Software Order or to address changed conditions.

ARTICLE VII: OWNERSHIP

7.1 Ownership Rights

It is understood and agreed that, unless expressly provided in a Software Order, the deliverables provided by Contractor under this Agreement are the existing intellectual property of the software manufacturer/publisher who developed the software or the manufacturer's/publisher's assignee. As such, LADWP shall only receive a license to use the software or software related products as set forth in any documentation provided by the software manufacturer/publisher and expressly agreed to by LADWP. Notwithstanding anything else in this Agreement or any license agreement required by a software manufacturer/publisher, all data and information owned or developed by LADWP in connection with the use of the software or software related products is and shall remain the sole property of LADWP and the City of Los Angeles.

7.1.1 Use of Deliverables

LADWP has the right to use or not use the deliverables only in accordance with the license terms provided by the software manufacturer/publisher.

7.2 Warranty Against Infringement

The Contractor warrants that the performance of services by the Contractor pursuant to this Agreement, shall not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

7.3 Survival of Provisions

The provisions of this Article VII, Ownership, shall survive termination and expiration of this Agreement.

ARTICLE VIII: CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

8.1 Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP and are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity except as necessary to perform the services required under this Agreement. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

8.2 Reserved

ARTICLE IX: TERMINATION AND SUSPENSION

9.1 Termination for Convenience

9.1.1 Notice of Termination

LADWP may terminate this Agreement for its convenience upon giving at least thirty (30) calendar days written notice to the Contractor prior to the effective date of such termination, which date shall be specified in such notice. LADWP may terminate any Software Order issued under this Agreement for its convenience by providing notice to Contractor any time after the issuance of the Software Order and prior to the delivery of the deliverables required under that Software Order.

9.1.2 Receipt of Notice of Termination

After receipt of a notice of termination and except as otherwise directed by LADWP, the Contractor shall:

- A. Stop work under the Agreement or applicable Software Order on the termination effective date and to the extent specified in the notice of termination.
- B. Place no further orders under any Software Orders except as otherwise directed in the Notice of Termination.
- C. Communicate any Notice of Termination to all software manufacturers/publishers with whom Contractor made purchases on behalf of LADWP during the term of the Agreement.

- D. Settle outstanding liabilities and claims arising out of Contractor's performance of the services prior to the date of Termination in coordination with LADWP.
- E. Deliver to LADWP, within ten (10) calendar days after termination, any and all deliverables and documentation related thereto, if any, prepared pursuant to this Agreement, but not already delivered.
- F. Transfer software licenses and any warranties to LADWP (to the extent that such licenses and warranties have not already been transferred) in the manner and at the times and to the extent directed by LADWP, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- G. Comply with any other reasonable requirements of LADWP as may be specified in the Notice of Termination.

9.1.3 Amount Due

The amount due the Contractor by reason of termination for LADWP's convenience shall be determined as follows:

- A. The Contractor shall be paid on the basis of work completed as set forth in authorized Software Orders after LADWP reviews and approves of the work.

9.2 Termination for Cause

LADWP may terminate this Agreement for cause by giving Contractor a written notice of breach. The Contractor shall have ten (10) calendar days from the date of LADWP's notice of breach to cure, or diligently commence to cure such breach. LADWP's notice of breach shall include a time and location for the individuals identified in Article 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Contractor is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, LADWP may terminate this Agreement anytime thereafter upon providing the Contractor written notice.

If this Agreement is terminated for cause, the Contractor shall comply with Article 9.1.2, above. LADWP shall pay for LADWP accepted deliverables, less the amount of any damages incurred as a result of the Contractor's failure to perform its responsibilities under this Agreement.

9.4 Suspension of Work

Upon written notice, LADWP may direct the Contractor to suspend, and to subsequently resume performance of all or any of the services. In the event that LADWP suspends the services, the schedule for any pending Software Orders shall be adjusted as appropriate in accordance with the provisions of Article 6.5 of this Agreement.

9.5 Termination Transition

When a replacement Contractor has been identified, the Contractor shall provide reasonable cooperation in the transition of its responsibilities to the replacement Contractor selected by LADWP to perform the tasks described in the scope of work and formerly performed by the Contractor for this Agreement during the fifteen (15) calendar day period prior to termination of the Agreement. The Contractor for this Agreement shall accept no additional tasks with respect to the scope of work after the effective date of the termination.

ARTICLE X: AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

10.1 Amendments

10.1.1 Request for Amendment

During the term of this Agreement, LADWP shall have the right to request an Amendment to change the terms of this Agreement, including changes in the services to be performed by the Contractor, extension of the term, and any increase or decrease in the amount of compensation authorized in Article 4.1 of this Agreement. LADWP shall make a formal written request with respect to the Amendment.

10.1.2 Development of Amendments

Within ten (10) calendar days following the Contractor's receipt of LADWP's written request for an Amendment, the Contractor, at its own expense, shall prepare and deliver to LADWP a detailed written statement regarding the implementation and impact of the Amendment, including a proposal of the estimated cost impact.

Upon LADWP's review of the Contractor's written response to the request for an Amendment, LADWP and Contractor shall cooperatively work to develop an Amendment to the Agreement. To that end, informal exchanges between the Contractor and LADWP are encouraged.

10.1.4 Approval and Authorization of Amendments

Once both Parties agree to the language of the Amendment, the Amendment shall be signed by the person(s) authorized to bind the Contractor thereto. LADWP shall deliver a copy of the fully executed Amendment to the Contractor. After complete and authorized signatures by both Parties, the Amendment shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Agreement.

Amendments that result in an Agreement term of greater than five (5) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

10.2 Administrative Changes

10.2.1 Request for Administrative Changes

During the term of this Agreement, LADWP or the Contractor may request changes to the work within the Agreement that are administrative in nature, including but not limited to changes to the authorized representatives, key personnel, reporting documentation, and/or the implementation of pre-approved cost of living adjustments in fee schedules. LADWP or the Contractor shall make a formal written request with respect to each administrative change it desires to make.

10.2.2 Development of Administrative Changes

When a change is requested by either Party, the receiving Party will review the implementation and impact of the administrative change. Within ten (10) calendar days following the receipt of the written administrative change request, LADWP or the Contractor, at its own expense, shall prepare and deliver to the originating Party a detailed written statement regarding the implementation and impact (including cost, if any) of the administrative change.

Upon review of the written response to the administrative change request, LADWP and Contractor shall cooperatively work to develop an Administrative Change to the Agreement. To that end, informal exchanges between the Contractor and LADWP are encouraged.

10.2.3 Approval and Authorization of Administrative Changes

Upon approval of the Administrative Change to the Agreement prepared pursuant to Article 10.2.2, LADWP's authorized representatives as identified in Article 1.2, of this Agreement, or their designee established in writing, shall deliver to the Contractor an Administrative Change authorization to the Agreement (hereinafter "Notice of Administrative Change") for execution.

10.3 Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- Latest Amendment
- Agreement and all Exhibits hereto
- Latest Administrative Change (as set forth in Section 10.2 above)
- Software Orders
- Other reference documents
- Proposal response dated August 2, 2024
- Request for Proposal No. 90763 dated May 30, 2024 and any amendments thereto.

Except as otherwise specified, in the event of any conflict between the Special Provisions and the General Conditions contained herein, the Special Provisions will control.

Each party shall notify the other immediately upon the determination of any such conflict or inconsistency.

Should anything necessary for a clear understanding of the Work be omitted from the Agreement Documents, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from LADWP before furnishing the Work affected thereby.

ARTICLE XI: DISPUTES

11.1 Disputes

11.1.1 Dispute Resolution

The parties shall use their best efforts to resolve disputes under this Agreement. If a settlement cannot be reached, or in the event of default that could result in termination of this Agreement, LADWP and the Contractor shall schedule a meeting of the individuals identified in Article 1.2 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

11.1.2 Continued Work

The Contractor and LADWP shall continue to perform work under the

Agreement during any dispute.

11.1.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et. seq.*

ARTICLE XII: ENTIRE AGREEMENT

12.1 Number of Pages and Attachments

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

This Agreement includes eighteen (18) pages and twelve (12) Exhibits, which constitute the complete understanding among the Parties.

12.2 Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows.]

SIGNATURE PAGE


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

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

SOFTWAREONE, INC.

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.


By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer


By:  _____
Shawn Kitzmiller (Feb 14, 2025 16:35 CST)
SHAWN KITZMILLER
Regional Co-President North America

Date: _____

Date: Feb 14, 2025

And: _____
CHANTE L. MITCHELL
Board Secretary

By:  _____
S (Feb 14, 2025 17:56 EST)
SHANE CRONIN
Regional Co-President North America

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney
By 
BETHANY A. BURGESS
Deputy City Attorney
Date: February 18, 2025

Date: Feb 14, 2025

Vendor Code: 068125003

City Business Tax Registration Certificate Number: 0002872838-0001-3

EXHIBIT A

General Conditions (Services)

EXHIBIT A
General Conditions

TABLE OF CONTENTS

GC-1	Construction of Provisions and Titles Herein
GC-2	Applicable Law, Interpretation, Enforcement and Severability
GC-3	Time of Effectiveness
GC-4	Integrated Agreement
GC-5	Force Majeure
GC-6	Waiver
GC-7	Independent Consultant
GC-8	Prohibition Against Assignment or Delegation
GC-9	Licenses and Certifications
GC-10	Non-Discrimination/Equal Employment Practices/Affirmative Action Program
GC-11	Claims for Labor and Materials
GC-12	Los Angeles City Business Tax Registration Certificate Required
GC-13	Indemnification Provisions
GC-14	Reserved
GC-15	Child Support Policy
GC-16	Service Contract Worker Retention Ordinance and Living Wage Policy
GC-17	Americans with Disabilities Act
GC-18	Retention of Records, Audit, and Reports
GC-19	LADWP's Recycling Policy
GC-20	Taxpayer Identification Number (TIN)
GC-21	Beneficiaries
GC-22	Consultant's Successors and Assigns
GC-23	Attorney's Fees and Costs
GC-24	Equal Benefits Ordinance
GC-25	Contractor Responsibility Program
GC-26	Bidder Campaign Contribution and Fundraising Restrictions
GC-27	Municipal Lobbying Ordinance
GC-28	Iran Contracting Act of 2010
GC-29	Contractor Performance Evaluation
GC-30	Errors and Omissions
GC-31	Safety
GC-32	Non-Interference

EXHIBIT A

General Conditions

GC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against LADWP or the Contractor. The word "Contractor" herein and in any amendment hereto means the Party or Parties identified in this Agreement wherein this Exhibit is incorporated by reference; the singular shall include the plural; if there shall be more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neutral gender shall be deemed to include the genders not used.

GC-2 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

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

The provisions of this article shall survive the expiration or termination of this Agreement.

GC-3 Time of Effectiveness

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

- A. This Agreement has been signed on behalf of the Contractor by the person(s) authorized to bind the Contractor hereto.

EXHIBIT A

General Conditions

- B. This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- D. This Agreement has been signed on behalf of LADWP by the person designated by the Board, officer or employee authorized to enter into this Agreement.

GC-4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or verbal, relating hereto. This Agreement may be amended only as provided for in Article X, Amendments and Administrative Changes to the Agreement of this Agreement.

GC-5 Force Majeure

If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Contractor or its Authorized Subconsultants ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both Parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either Party's obligation to pay for services provided.

GC-6 Waiver

A waiver of a default of any part, term, or provision of this Agreement 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.

GC-7 Independent Contractor

Contractor is acting hereunder as an independent contractor and not as an agent or employee of LADWP or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Contractor, shall not

EXHIBIT A

General Conditions

represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LADWP for any purpose whatsoever. The Contractor shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

GC-8 Prohibition Against Assignment or Delegation

The Contractor may not, unless it has first obtained the written permission of LADWP:

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

Such permission may be withheld at LADWP's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Contractor.

GC-9 Licenses and Certifications

The Contractor and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Contractor's performance hereunder and shall pay any fees required therefore. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Contractor's services, work, task, and deliverables pursuant to this Agreement. Consultant agrees to immediately notify LADWP of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

GC-10 Non-Discrimination/Equal Employment Practices/Affirmative Action

A. Non-Discrimination and Equal Employment Practices

The Agreement shall comply with the provisions of Los Angeles Administrative Code Section 10.8.2, Non-Discrimination Clause and Section 10.8.3, Equal Employment Practices. By affixing its signatures on the Agreement that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Agreement.

Furthermore, the Contractor shall include similar provisions in all ordering documents with software manufacturers/publishers.

EXHIBIT A

General Conditions

B. Affirmative Action Program

The Agreement shall comply with the provisions of Los Angeles Administrative Code 10.8.4, Affirmative Action Program. By affixing its signature on the Agreement that is subject to the Affirmative Action Program provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program for the duration of the Agreement.

Furthermore, the Contractor shall include similar provisions in all ordering documents with software manufacturers/publishers.

GC-11 Claims for Labor and Materials

The Contractor shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against LADWP or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

GC-12 Los Angeles City Business Tax Registration Certificate Required

The Contractor represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

GC-13 Indemnification Provisions

A. General Indemnification

Contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of LADWP, defend LADWP and any and all of its Board, officers, agents, representatives, employees, assigns and successors in interest from and against any and all third party suits and causes of action, and claims and associated charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Contractor's employees and

EXHIBIT A

General Conditions

agents, or damage or destruction to any property of either party hereto, or third persons in any manner caused by the acts, errors, or omissions incident to the performance of this contract on the part of the Contractor, or the Contractor's officers, agents, or employees, except for the sole negligence or willful misconduct of LADWP, its Board, officers, agents, or employees.

B. Reserved

GC-14 Reserved

GC-15 Child Support Policy

The Contractor must fully comply with all applicable State and Federal employment reporting requirements for the Contractor's employees. The Contractor must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Contractor to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the Consultant and/or any Subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90) calendar days of notice of such default by LADWP shall subject this Agreement to termination.

The Contractor will contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section.

GC-16 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code. The ordinance requires that unless a specific exemption applies as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least 3 months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

EXHIBIT A
General Conditions

- A. Retention by a successor Contractor for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated Contractor, earning no more than twice the hourly wage without health benefits available under the LWO Section 10.37 et seq. of the Los Angeles Administrative Code;
- B. Payment of a minimum initial wage rate to employees as defined in the LWO, as may be adjusted each July 1, and provisions of benefits as defined in the LWO.
- C. Contractor further pledges that the Contractor shall comply with federal law proscribing retaliation for union organizing and shall not retaliate for activities related to the LWO. Contractor shall require any Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the City within 90 days of the execution by the Subcontractor. Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge Contractor's obligation with respect to such pledges and fully discharge the obligation of the Contractor and Subcontractors to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
- D. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce the employee's rights under the LWO by any lawful means, or otherwise asserting rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The Contractor shall post the LWO Notice to Employees and the Notice of Prohibition Against Retaliation, in a conspicuous place.
- E. Any Subcontract entered into by the Subcontractor relating to this Agreement, to the extent allowed hereunder, shall be subject to these provisions and shall incorporate the provisions of the LWO and the SCWRO.
- F. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

EXHIBIT A

General Conditions

Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(e), the designated administrative agency has determined (a) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4(b) of the Los Angeles Administrative Code, requiring employers to inform employees of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

GC-17 Americans with Disabilities Act

The Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

GC-18 Retention of Records, Audit, and Reports

Contractor shall maintain, and shall cause Contractor's Subcontractors and suppliers to maintain records pertaining to the performance of services pursuant to this

EXHIBIT A

General Conditions

Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all fees claimed to have been incurred and services performed pursuant to this Agreement ("financial records").

All financial records shall be retained and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this Agreement, whichever is later.

Upon thirty days' written notice to Contractor, LADWP shall have the right to audit the financial records of Contractor and its Subcontractors, upon reasonable written notice to Contractor, no more than one time per year, at LADWP's cost. The Authorized Auditors shall make good faith efforts not to unreasonably interfere with Contractor's normal business operations. LADWP shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Contractor's standard nondisclosure terms and to utilize standard audit software and methodologies. Any information provided by Contractor and its Subcontractors on machine readable media (e.g. Access, Excel or ACL) shall be provided in a format accessible and readable by the Authorized Auditors. Contractor and Subcontractor shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Contractors that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective, and consistent with standard auditing procedures the Contractor will be provided thirty (30) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examinations or audit's finalization.

If the Authorized Auditor's examination or audit indicates an error in billing resulting in either an underpayment or overpayment under a previous payment application, the identified discrepancy shall be reviewed. The Parties will discuss the best way to correct the error within fifteen (15) calendar days of Authorized Auditor's notice to the Parties of the billing error. The Party in error will pay the other Party the amount of the

EXHIBIT A

General Conditions

discrepancy within fifteen (15) calendar days thereafter.

The Contractor shall contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this section by inserting this provision GC-18 in each Subcontractor contract and by contractually requiring each Subcontractor to insert this provision GC-18 in any of its Subcontractor contracts related to services under this Agreement. In addition, Contractor and Subcontractors shall also include the following language in each Subcontractor contract:

“LADWP is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on the Contractor, Subcontractor or any other person/entity.”

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the General Conditions GC-18 for LADWP Professional Service Contracts reveals that LADWP overpayment to the Contractor is more than 5% of the billings reviewed, the Contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Contractor to LADWP within fifteen (15) calendar days of notice to the Contractor of the costs and expenses.

The provisions of this section shall survive expiration or termination of this Agreement.

GC-19 LADWP's Recycling Policy

The Contractor shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

GC-20 Taxpayer Identification Number (TIN)

The Contractor represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

EXHIBIT A

General Conditions

GC-21 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted, to create any rights in any non-signatory to this Agreement.

GC-22 Contractor's Successors and Assigns

All indemnifications and warranties provided by the Contractor pursuant to this Agreement will be assumed by and binding upon the Contractor's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-23 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-24 Equal Benefits Ordinance

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

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

- B. The failure of the Contractor to comply with the EBO may be deemed to be a material breach of the Contract by the Awarding Authority.

EXHIBIT A

General Conditions

- C. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

GC-25 Contractor Responsibility Program

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Violations of the Contractor Responsibility Ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available.

The Contractor further agrees to:

- A. Notify LADWP within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract;

EXHIBIT A

General Conditions

- B. Notify LADWP within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

GC-26 Bidder Campaign Contribution and Fundraising Restrictions

In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, contractors may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a proposal to LADWP until 12 months after the contract is executed. The contractor's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

The Contractor shall comply with the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires Contractor to identify its principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Contractors shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Contractors who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-27 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq., requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders or proposers for all construction contracts, public leases, or licenses of any value and duration and bidders or proposers for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles

EXHIBIT A

General Conditions

Municipal Lobbying Ordinance is available for download on the following City Ethics Commission's webpage: <https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-28 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Contractors entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

GC-29 Contractor Performance Evaluation

Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, LADWP has established a post-award contractor evaluation program that requires performance monitoring and reporting. The LADWP's Contractor Performance Evaluation Program (CPEP) document can be found on the following webpage:
<https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders>

LADWP will evaluate and record the Contractor's overall performance to determine whether the Contractor is fulfilling its obligations on the current contract and to assess the Contractor's suitability to perform work for LADWP in the future. Contractors are required to meet critical contract provisions including, but not limited to, timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the Contractor from doing business with LADWP for a period up to five years in accordance with the LADWP's Contractor Performance Evaluation Program.

GC-30 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by LADWP of any task or deliverable, or any requested design changes by LADWP, or any part thereof, shall not relieve the Contractor of the responsibility to meet all of the requirements as set forth in this Agreement. The Contractor shall have no claim for additional costs due to correction of its errors or omissions in said previously approved deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

EXHIBIT A

General Conditions

GC-31 Safety

The Contractor shall arrange facility visits with LADWP who shall advise the Contractor of appropriate safety and security rules. The Contractor shall adhere to the restrictions and instructions of LADWP personnel when visiting any facility.

The Contractor shall do everything reasonable to protect the life, safety, and health of persons at the work site. The Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment. The Contractor shall be responsible for ensuring that each of the Contractor's Subcontractors meets the standards of this Article.

GC-32 Non-Interference

The Contractor's performance of the work under this Agreement shall not interfere unnecessarily with the operation of LADWP or any other City department.

END OF GENERAL CONDITIONS

EXHIBIT B

Special Provisions

EXHIBIT B
Special Provisions

TABLE OF CONTENTS

SP-1	Reserved
SP-2	Reserved
SP-3	Reserved
SP-4	Warranty and Responsibility of Contractor
SP-5	Small Business Enterprise (SBE)/Disabled Veteran Business (DVBE) Participation Program
SP-6	Reserved
SP-7	Reserved
SP-8	Reserved
SP-9	Reserved
SP-10	Reserved
SP-11	Reserved
SP-12	Reserved
SP-13	Conflicts of Interest
SP-14	Reserved
SP-15	Power System Critical Facilities Background Screening Requirement
SP-16	Confidentiality
SP-17	Security Policy and Requirements
SP-18	Reserved
SP-19	Safety Compliance Certificate
SP-20	Data Security
SP-21	Prompt Payment to Subcontractors
SP-22	CIP-013 Cyber Security Risk Management

EXHIBIT B

Special Provisions

SP-1 Reserved

SP-2 Reserved

SP-3 Reserved

SP-4 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 the Contractors profession, doing the same or similar work under the same or similar circumstances.

Contractor makes no warranties, express or implied, and specifically disclaims any warranty of merchantability, fitness for a particular purpose, title or non-infringement or performance. All original equipment manufacturer (“OEM”) warranties, certifications and guarantees are passed through to LADWP. Contractor agrees to reasonably assist and cooperate with LADWP upon request in the submission of warranty claims associated with such pass-through warranties. LADWP agrees that any software products provided to LADWP under this Agreement will carry the warranty provided by the manufacturer, and Contractor makes no independent warranty with respect to such software products. All third-party software will be subject to the manufacturer license terms and conditions which shall govern to the extent of a conflict herein.

SP-5 Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) Participation Program

It is the policy of LADWP to provide SBEs, DVBEs, Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts. LADWP’s overall annual SBE and DVBE participation goals are set at 25 percent and 3 percent, respectively. The Contractor shall assist LADWP in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, DVBEs, EBEs, WBEs, MBEs, DBEs, and LGBTBEs have an equal opportunity to compete for and participate in the LADWP contracts.

SP-6 Reserved

SP-7 Reserved

EXHIBIT B Special Provisions

SP-8 Reserved

SP-9 Reserved

SP-10 Reserved

SP-11 Reserved

SP-12 Reserved

SP-13 Conflicts of Interest

Contractor will not accept any other contract during the term of the Agreement from any other party if such other contract could represent, or could lead to a conflict of interest between LADWP, Contractor, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article.

SP-14 Reserved

SP-15 Power System Critical Facilities Background Screening Requirement

The North American Electric Reliability Corporation (NERC) created security standards for Critical Infrastructure Protection (CIP) to provide a cyber security framework for the identification and protection of the Bulk Power System. All Consultants and their personnel shall comply with LADWP's background screening requirements as required by Exhibit I - Power System Critical Facilities Background Screening Requirement.

SP-16 Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

EXHIBIT B

Special Provisions

Document Access/Control

- A. The Contractor shall make the confidential information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and /or Subcontractors, only on a need-to-know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and Subcontractors with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- C. The Contractor shall not remove documents, records, or information used or reviewed in connection with the Contractor's work for LADWP from LADWP facilities without prior approval from LADWP. The Contractor shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
- D. With prior written approval from LADWP, the Contractor may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Contractor shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information as defined in Article 8.1.
- F. The Contractor shall require that all its employees, agents, and SubContractors who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VIII, Confidentiality and Restrictions on Disclosure prior to performing work under this Agreement.

EXHIBIT B

Special Provisions

- G. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

SP-17 Security Policy and Requirements

The Contractor is required to adhere to all physical and cyber-related security policies, standards, requirements and procedures (collectively, "Security Requirements"), applicable to the project. All Contractor personnel, equipment, products, services, and Subcontractors involved with the work must adhere to all applicable Security Requirements throughout the duration of the Agreement or any extensions or amendments thereof. Security Requirements may be imposed by LADWP policy, or by Federal, State or Local laws, regulations or industry practices, including, without limitation, requirements that may be imposed by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC) the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Department of Homeland Security (DHS).

Inability to meet the Security Requirements may be considered when evaluating the Contractor for consideration and award, including extensions or amendments to existing agreements. As security regulations and practices change over time, amendments and extensions to existing agreements may include additional Security Requirements not present in earlier agreements.

SP-18 Reserved

SP-19 Safety Compliance Certificate

The Consultant(s) shall comply with the following safety compliance requirements:

- A. Consultant shall execute and comply with the form titled, "Safety Compliance Certificate" in Exhibit K of this Agreement;
- B. Reserved
- C. Consultant shall furnish its employees and require all subcontractors to furnish their employees all necessary safety equipment, including, but not limited to, personal protective equipment, safety devices, and safeguards.

LADWP reserves the right to review safety programs and practices and to make recommendations to the Consultant. Any such review or recommendation by LADWP shall not increase LADWP's liability or responsibility and shall not relieve the

EXHIBIT B

Special Provisions

Consultant from providing a safe work environment and complying with legal requirements.

If LADWP determines that there is a material deviation from any regulatory agency's requirements or the Consultant's own IIPP that could contribute to serious injury, LADWP may order Consultant to stop work. Failure by the Consultant to comply with any regulatory agency's requirements or the Consultant's own IIPP may result in termination of the Agreement.

SP-20 Data Security

The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information (private and confidential), protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the LADWP or an individual identified with the data or information in the Contractor's custody.

SP-21 Prompt Payment to Subcontractors

Contractor or subcontractor shall pay to any subcontractor(s), not later than 7 days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Contractor shall include this provision in all subcontracts.

SP-22 CIP-013 Cyber Security Risk Management [FOR CONTRACT AWARDED FOR CIP-013 SOFTWARE PURCHASES]

A. Definitions: For the purpose of this Special Provision, the following words shall have the following meanings:

1. **LADWP Information**: Any and all information concerning LADWP and its organization in any form, including without limitation, the products and services provided under this RFP that is disclosed to or otherwise learned by Contractor during the performance of this RFP.
2. **Disclosed**: Any circumstances when the security, integrity, or confidentiality of any LADWP Information has been compromised, including but not limited to incidents where LADWP Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any

EXHIBIT B

Special Provisions

unauthorized person, by any person in an unauthorized manner, or for unauthorized purpose.

3. **Security Incident**: Any circumstance when (i) Contractor knows or reasonably believes that LADWP Information hosted or stored by the Contractor has been Disclosed; (ii) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided to LADWP by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or LADWP's systems storing or hosting LADWP Information; or (iii) Contractor receives complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of LADWP Information or Contractor's compliance with the data safeguards in this Agreement or applicable law in connection with LADWP Information or (B) the cybersecurity of the products and services provided to LADWP by Contractor.
4. **Bulk Electric System**: Any facilities and control systems necessary for operating an interconnected electric energy network including electrical generation, transmission, and interconnection systems and all associated software and equipment used to control and operate voltages of 100 kV or higher.

- B. Notification (CIP-013 R1.2.1)**: Contractor agrees to notify the Contract Administrator immediately by telephone and email, and subsequently via written letter, whenever a Security Incident occurs.

The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of LADWP information known or reasonably believed to have been Disclosed, and (c) the measures being taken to address and remedy the occurrence to prevent the same or similar event from occurring in the future.

Contractor shall provide written updates of the notice to LADWP addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with LADWP in LADWP's efforts to determine the risk to the Bulk Electric System ("BES") posed by the Security Incident upon request from LADWP.

EXHIBIT B

Special Provisions

C. Development and Implementation of a Response Plan (CIP-013 R1.2.2):

Contractor shall develop and implement policies and procedures to address Security Incidents (“Response Plan”) by mitigating the harmful effects of Security Incidents and addressing and remedying the occurrence to prevent recurrence of Security Incidents in the future. Contractor shall provide LADWP access to inspect its Response Plan. The development and implementation of the Response Plan shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev.5, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev.5, IR-1 through IR-10 as those standards may be amended.

Immediately upon learning of a Security Incident related to the products and services provided to LADWP, Contractor shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify LADWP of that implementation by contacting the Contract Administrator.

D. Prevention of Recurrence (CIP-013 R1.2.2): Within seven (7) calendar days of a Security Incident, Contractor shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended and shall communicate that plan to LADWP. Contractor shall provide recommendations to LADWP on actions that LADWP may take to assist in the prevention of recurrence, as applicable or appropriate.

E. Coordination of Incident Response with LADWP (CIP-013 R1.2.2): Within seven (7) calendar days of notifying LADWP of the Security Incident, Contractor shall recommend actions to be taken by LADWP on LADWP-controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Contractor shall coordinate with LADWP in developing those action plans and mitigating controls. Contractor shall provide LADWP guidance and recommendations for long term remediation of any cyber security risks posed to LADWP Information, equipment, systems, and networks as well as any information necessary to assist LADWP in any recovery efforts undertaken by LADWP in response to the Security Incident.

F. Notification to Affected Parties (CIP-013 R1.2.2):

1. Contractor shall, at its sole cost and expense, assist and cooperate with LADWP with respect to any investigation of a Security Incident, disclosures to

EXHIBIT B

Special Provisions

affected parties, and other remedial measures as requested by LADWP in connection with a Security Incident or required under any applicable laws related to a Security Incident.

2. In the event a Security Incident results in LADWP Information being Disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of LADWP under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by LADWP, except as required by applicable law or approved by LADWP in writing. LADWP will have sole control over the timing and method of providing such notification.

G. Unrelated Security Incidents (CIP-013 R1.2.2): In the event (a) Contractor's confidential information has been corrupted or destroyed or has been accessed, acquired, compromised, modified, used or disclosed by any unauthorized person, or by any person in an unauthorized manner or for an unauthorized purpose; (b) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided by Contractor to an entity other than LADWP; or (c) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (i) Contractor's handling of confidential information or Contractor's compliance with applicable law in connection with confidential information or (ii) the cybersecurity of the products and services provided by Contractor to an entity other than LADWP ("Unrelated Security Incident"), Contractor shall provide to LADWP a confidential report describing, to the extent legally permissible, a detailed summary of the facts and circumstances of the Unrelated Security Incident, including a description of (1) why the Unrelated Security Incident occurred, (2) the nature of the confidential information disclosed, and (3) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

H. Development and Implementation of Access Control Policy (CIP-013 R1.2.3): Contractor shall develop and implement policies and procedures to address the security of remote and onsite access to LADWP Information, LADWP systems and networks, and LADWP property (an "Access Control Policy") that is consistent with the personnel management requirements of NIST Special Publication 800-53 Rev. 4 AC-2, PE-2, PS-4, and PS-5 as may be amended and also meets the following requirements:

1. **LADWP Authority Over Access:** In the course of furnishing products and services to LADWP under this RFP, Contractor shall not access, and shall not permit its employees, agents, subcontractors, and other personnel or entities within its control ("Contractor Personnel") to access LADWP's property, systems,

EXHIBIT B

Special Provisions

or networks or LADWP Information without LADWP's prior express written authorization. Such written authorization may subsequently be revoked by LADWP at any time in its sole discretion. Further, any Contractor Personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by LADWP. All LADWP authorized connectivity or attempted connectivity to LADWP's systems or networks shall be in conformity with LADWP's security policies as may be amended from time to time with notice to the Contractor.

2. **Proposer Review of Access:** Contractor shall review and verify Contractor Personnel's continued need for access and level of access to LADWP Information and LADWP systems, networks and property on a semi-annual basis and shall retain evidence of the reviews.
3. **Notification and Revocation:** Contractor shall immediately notify LADWP in writing (no later than close of business on the same day as the day of termination or change set forth below) and shall immediately take all steps necessary to remove Contractor Personnel's access to any LADWP Information, systems, networks, or property when:
 - (a) any Contractor Personnel no longer requires such access in order to furnish the services or products provided by Contractor under this RFP;
 - (b) any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended;
 - (c) Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any LADWP property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or LADWP Information;
 - (d) there are any material adverse changes to any Contractor Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record;
 - (e) any Contractor Personnel fails to maintain conduct in accordance with the qualification criteria set forth in the contract; and
 - (f) any Contractor Personnel loses his or her U.S. work authorization, or
 - (g) Contractor's provision of products and services to LADWP under this RFP is either completed or terminated, so that LADWP can discontinue electronic and/or physical access for such Contractor Personnel.

EXHIBIT B

Special Provisions

Contractor shall take all steps reasonably necessary to immediately deny such Contractor Personnel electronic and physical access to LADWP Information as well as LADWP property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and shall return to LADWP any LADWP-issued property including, but not limited to, LADWP photo ID badge, keys, parking pass, documents, or laptop in the possession of such Contractor Personnel. Contractor shall notify the Contract Administrator once access to LADWP Information as well as LADWP property, systems, and networks have been removed.

- I. Disclosure of Vulnerabilities by Contractor (CIP-013 R1.2.4):** Contractor shall develop and implement policies and procedures to address the disclosure and remediation by Contractor of vulnerabilities and material defects related to the products and services provided to LADWP under this RFP including the following:
1. Prior to the delivery of the procured product or service, Contractor shall provide summary documentation of publicly disclosed vulnerabilities and material defects related in the procured product or services, the potential impact of such vulnerabilities and material defects, the status of Contractor's efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Contractor's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
 2. Contractor shall provide summary documentation of vulnerabilities and material defects in the procured product or services within thirty (30) calendar days after such vulnerabilities and material defects become known to Contractor. This includes summary documentation on vulnerabilities that have not been publicly disclosed or have only been identified after the delivery of the product. The summary documentation shall include a description of each vulnerability and material defects and its potential impact, root cause, and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
 3. Contractor shall disclose the existence of all known methods for bypassing computer authentication in the procured product or services, often referred to as backdoors, and provide written documentation that all such backdoors created by Contractor have been permanently deleted or disabled.
 4. Contractor shall implement a vulnerability detection and remediation program consistent with ISO27001, as it may be amended.
- J. Disclosure of Vulnerabilities by LADWP (CIP-013 R1.2.4):** Whether or not publicly disclosed by Contractor and notwithstanding any other limitation in this

EXHIBIT B

Special Provisions

RFP, LADWP may disclose any vulnerabilities or material defects in the products and services provided by Contractor to (a) the Electricity Information Sharing and Analysis Center, the Industrial Control Systems Cyber Emergency Response Team, or any equivalent entity, (b) to any entity when necessary to preserve the reliability of the BES as determined by LADWP in its sole discretion, or (c) any entity required by applicable law.

K. Hardware, Firmware, Software, and Patch Integrity and Authenticity (CIP-013 R1.2.5):

1. Contractor shall establish, document, and implement risk management practices for supply chain delivery of hardware, software (including patches), and firmware provided under this RFP. Contractor shall provide documentation on its chain-of-custody practices, inventory management program (including the location and protection of spare parts), information protection practices, integrity management program for components provided by sub-suppliers, instructions on how to request replacement parts, commitment to ensure that for an agreed upon date, spare parts shall be made available by Contractor.
2. Contractor shall specify how digital delivery for procured products (*e.g.*, software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. If LADWP deems that it is warranted, Contractor shall apply encryption to protect procured products throughout the delivery process.
 - (a) If Contractor provides software or patches to LADWP, Contractor shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable LADWP to use the hash value as a checksum to independently verify the integrity of the software and patches and avoid downloading the software or patches from Contractor's website that has been surreptitiously infected with a virus or otherwise corrupted without the knowledge of Contractor.
3. Contractor shall identify the country (or countries) of origin of the procured product and its components (including hardware, software, and firmware). Contractor shall identify the countries where the development, manufacturing, maintenance, and service for the product are provided. Contractor shall notify the Contract Administrator of changes in the list of countries where product maintenance or other services are provided in support of the procured product. This notification shall occur 180 calendar days prior to initiating a change in the list of countries.

EXHIBIT B

Special Provisions

4. Contractor shall use trusted channels to ship procured products, such as U.S. registered mail.
5. Contractor shall demonstrate a capability for detecting unauthorized access throughout the delivery process.
6. Contractor shall demonstrate chain-of-custody documentation for procured products as determined by LADWP in its sole discretion and require tamper- evident packaging for the delivery of this hardware.

L. Patching Governance (CIP-013 R1.2.5):

1. Prior to the delivery of any products and services to LADWP or any connection of electronic devices, assets or equipment to LADWP's electronic equipment, Contractor shall provide documentation regarding its patch management and vulnerability management/mitigation programs and update process (including third-party hardware, software, and firmware) for products, services, and any electronic device, asset, or equipment required to be connected to the assets of LADWP during the provision of products and services under this RFP. This documentation shall include information regarding:
 - (a) the resources and technical capabilities to sustain this program and process such as Contractor's method or recommendation for how the integrity of a patch is validated by LADWP; and
 - (b) Contractor's approach and capability to remediate newly reported zero-day vulnerabilities.
2. Unless otherwise approved by the LADWP in writing, current or supported version of Contractor products and services shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).
3. Contractor shall verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery to LADWP.
4. In providing the products and services described in this RFP, Contractor shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within thirty (30) calendar days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates within fourteen (14) calendar days. If updates cannot

EXHIBIT B

Special Provisions

be made available by Contractor within these time periods, Contractor shall provide mitigations and/or workarounds within fourteen (14) calendar days.

5. When third-party hardware, software (including open-source software), and firmware is provided by Contractor to LADWP, Contractor shall provide appropriate hardware, software, and firmware updates to remediate newly discovered vulnerabilities or weaknesses within thirty (30) calendar days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, within fourteen (14) calendar days. If these third-party updates cannot be made available by Contractor within these time periods, Contractor shall provide mitigations and/or workarounds within fourteen (14) calendar days.

M. Viruses, Firmware and Malware (CIP-013 R1.2.5):

1. Contractor shall use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to LADWP.
2. Contractor warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Contractor shall not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.
3. When install files, scripts, firmware, or other Contractor delivered software solutions are flagged as malicious, infected, or suspicious by an anti-virus vendor through open source solutions like "Virus Total," Contractor must provide technical proof as to why the "false positive" hit has taken place to ensure their code's supply chain has not been compromised.
4. If a virus or other malware is found to have been coded or otherwise introduced as a result of Contractor's breach of its obligations under this RFP, Contractor shall immediately and at its own cost:
 - (a) Take all necessary remedial action and provide assistance to LADWP to eliminate the virus or other malware throughout LADWP's information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of LADWP; and
 - (b) If the virus or other malware causes a loss of operational efficiency or any loss of data

EXHIBIT B

Special Provisions

- (i) Where Contractor is obligated under this RFP to back up such data, take all steps necessary and provide all assistance required by LADWP and its affiliates; and
- (ii) Where Contractor is not obligated under this RFP to back up such data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such data and to restore the efficiency of such data.

N. End of Life Operating Systems (CIP-013 R1.2.5):

1. Contractor delivered solutions will not be required to reside on end-of-life operating systems, or any operating system that will go end-of-life six (6) months from the date of installation.
2. Contractor solutions will support the latest versions of operating systems on which Contractor-provided software functions within twenty-four (24) months from official public release of that operating system version.

O. Cryptographic Requirements (CIP-013 R1.2.5):

In the event Contractor will remotely access LADWP's systems and networks, Contractor shall coordinate with LADWP on all such remote access to LADWP's systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by LADWP.

P. Controls for Remote Access (CIP-013 R1.2.6): Contractor shall coordinate with LADWP on all remote access to LADWP's systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by LADWP.

Contractors that directly, or through any of their affiliates, subcontractors or service providers, connect to LADWP's systems or networks agree to the additional following protective measures:

1. Contractor shall not access, and shall not permit any other person or entity to access, LADWP's systems or networks without LADWP's authorization and any such actual or attempted access will be consistent with any such authorization.
2. Contractor shall implement processes designed to protect credentials as they travel throughout the network and shall ensure that network devices have

EXHIBIT B

Special Provisions

encryption enabled for network authentication to prevent possible exposure of credentials.

3. Contractor shall ensure Contractor Personnel do not use any virtual private network or other device to simultaneously connect machines on any LADWP system or network to any machines on any Contractor or third-party systems, without:
 - (a) using only a remote access method consistent with LADWP's remote access control policies,
 - (b) providing LADWP with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
 - (c) ensuring that any computer used by Contractor Personnel to remotely access any LADWP system or network will not simultaneously access the Internet or any other third-party system or network while logged on to LADWP systems or networks.
4. Contractor shall ensure Contractor Personnel accessing LADWP networks are uniquely identified and that accounts are not shared among Contractor Personnel.

Q. Contractor Cybersecurity Policy: Contractor shall provide to LADWP the Contractor's cybersecurity policy, which shall be consistent with ISO27001 as may be amended. Contractor shall implement and comply with that cybersecurity policy. Any changes to Contractor's cybersecurity policy as applied to products and services provided to LADWP under this RFP and LADWP Information that are inconsistent with the security requirements of ISO27001 as may be amended shall be subject to review and approval by LADWP prior to implementation by Contractor.

END OF SPECIAL PROVISIONS

EXHIBIT C
Fee Schedule

RFP No./Title	90763 – Software Commodities
Contractor:	SoftwareOne, Inc.
Contractor Address:	320 E Buffalo St, Suite 200
	Milwaukee, WI 53202

I. Percentage mark-up based on Contractor's landed cost: 1.25%

Contractor's landed cost is defined as the actual amount paid by the Contractor to the software manufacturer/publisher.

II. Contractor provides a discount upon reaching expenditure levels listed below:

Expenditure Level	Expenditure Discount
\$200,000,001 - \$300,000,000	0%
\$300,000,001 - \$400,000,000	0.10%
\$400,000,001 - \$500,000,000	0%
\$500,000,001 and up	0.10%

The Department will reimburse reasonable and necessary subconsultant costs at the actual amount paid by the Consultant to the subconsultant, consistent with the subconsultant rates established in this Exhibit.

The Department will not pay mark-up on subconsultant services, costs, or expenses.

EXHIBIT D
Reserved

This exhibit is intentionally left blank.

EXHIBIT E
List of Subcontractors

The following Subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation *
Not Applicable					

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT E
List of Key Personnel

The following people are designated as Contractor's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Contractor/ Experience
Phillip Bushman	Account Manager	Sales	Milwaukee, Wisconsin	Software and cloud procurement	6

[Note: all Labor categories listed should also appear on Exhibit C Fee Schedule. Any Subconsultant personnel who are key to the Project should also be included in this Exhibit]

EXHIBIT G
Reserved

This exhibit is intentionally left blank.

EXHIBIT H

Statement of Work

1.0 BACKGROUND

LADWP utilizes a wide range of software from various manufacturers in the performance of its operations. LADWP requires a contract that will provide the best possible pricing available during the term of the agreement.

LADWP's current contract has been used to process over 1000 software procurements with over 250 software publishers. The contract has proven to be effective in the timely acquisition of new software and maintenance of existing software for critical information technology projects while taking advantage of volume price discounts.

2.0 PROJECT OBJECTIVES

LADWP requires a Contractor to provide approved Commercial-Off-the-Shelf (COTS) computer software licenses, upgrades, and software maintenance and subscriptions for the PC, distributed systems and, the IBM mainframe environments and software as a service (SaaS). The Contractor will assist LADWP in achieving this objective in a cost-effective manner by providing the following:

- A. Favorable competitive pricing
- B. Licensing
- C. Upgrade/Maintenance
- D. Reporting
- E. SaaS which excludes on-site services

3.0 SCOPE OF WORK

The Contractor will provide the following:

- A. Commercial-off the Shelf Software (COTS) computer software
- B. Upgrades
- C. Software maintenance and subscriptions
- D. SaaS – Software as a Service which excludes on-site services.

The Contractor will provide software from the manufacturers listed on the Authorized Reseller List for existing LADWP applications; however, other applications may be considered for integration and other software may be added during the contract term. Modifications to the Software List will be made during the contract period to meet

EXHIBIT H

Statement of Work

LADWP's changing needs and will be updated by the Contractor and the Contract Administrator (CA) on a quarterly basis.

The Contractor will provide Software, Commercial-off the Shelf (COTS)s, including but not limited to, the following Categories/Functionalities as listed in Appendix S. However, LADWP reserves the right to acquire the same software available in this contract from other sources.

Excluded from this Agreement:

- Professional Services
- Consulting Services
- Services billed at an hourly rate
- Software that includes on-site services and/or on-site training
- Software that is considered "sole source" in which the manufacturer/publisher is unwilling to resell via an authorized reseller

4.0 DETAILED TECHNICAL REQUIREMENTS (CONSULTANT REQUIREMENTS) AND CONTRACT DELIVERABLES

4.1 Key Personnel Responsibilities

- A. Provide a local representative as LADWP's single point of contact.
- B. Monitor contract expenditures and not process any software orders that exceed the contract limit.
- C. Notify LADWP when the expenditure has reached 50% and 75% of the contract value, in accordance with Sub-article 4.3.5, Notification of Status of Agreement Expenditures in the agreement
- D. Serves as a liaison with the software manufacturer/publisher and work in the best interest of LADWP and its customers to leverage volume or enterprise license agreements and maximize cost savings through better pricing, publisher's promotions, or other savings opportunities.
- E. Continue Software License Maintenance agreements from prior purchases made by LADWP which includes providing LADWP software

EXHIBIT H

Statement of Work

upgrades.

- F. Resolve issues on invoices and poor Contractor Performance, if any.
- G. Attend quarterly meetings and present reports as requested by LADWP.
- H. Have the authority to make decisions on behalf of the Contractor and be able to answer any questions regarding the Contractor.
- I. Ensure compliance with all administrative requirements in the agreement.
- J. Ensure that all manufacturer-based warranties and maintenance services are registered and confirmed with the appropriate manufacturer.

4.2 Software Deliveries

- A. Shall be delivered within 15 calendar days upon receiving an electronic order.
- B. Costs for licenses and maintenance should include off-site first level technical support (to be provided by the manufacturer/publisher.)
- C. Synchronization and coordination of major manufacturer's/publisher's software maintenance coverage end date.
- D. Expedite software orders as needed to meet urgent requests and software renewal deadline dates. Urgent requests for delivery are considered to be 1-2 days delivery after receipt of order.

4.3 Ordering

- A. Only fill orders from LADWP Contract Administrator or pre-authorized employees.
- B. Utilize LADWP's Information Technology Service Request (ITSR) number for tracking purposes.

EXHIBIT H

Statement of Work

- C. Provide a comprehensive electronic system for order placement, quote requests, invoicing license tracking and inventory management of license product purchases, including but not limited to accurate record keeping for product purchases, tracking maintenance renewals/due dates, etc. and notify the Contract Administrator and LADWP requestors three (3) months prior to expiration date.
- D. Access to software on the latest manufacturer/publisher software catalogs.
- E. Electronic order acknowledgement.
- F. Provide documentation for cost verification upon request. Documentation shall include, but not limited to providing a copy of the software Publisher/Distributor's invoice. In addition, the LADWP should have the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents, price list and other supporting data which will permit adequate evaluation of such cost or pricing data.

Note: Failure to provide price verification information will delay payment until such information is provided
- G. Price quotations shall not take longer than 3 business days from the date requested. Quotes must include LADWP's ITSR number, software manufacturer/publisher and software maintenance start and end dates. The same information must also be reflected on all invoices.

4.4 Reselling Authorization

Negotiate with the manufacturers/publishers who normally sell their products to resellers to become an authorized reseller for any new software required by LADWP. The Contractor will use commercially reasonable efforts to become an authorized reseller within 60 days of notification.

- a. After negotiation with the manufacturer/publisher, the Contractor is required to show proof of authorization.
- b. Contractor must supply a signed letter from the manufacturer or

EXHIBIT H

Statement of Work

publisher certifying that the Contractor is an authorized reseller of the manufacturer or publisher's products to LADWP.

- c. Provide letters of authorization, on manufacturer/publisher letterhead, from all manufacturers/publishers added to the software being purchased under this agreement (Appendix Q – Authorized Reseller List). Authorization letters must be provided within 10 business days after the manufacturer/publisher was added and after the Contractor(s) has become an authorized reseller for the manufacturer/publisher.

4.5 Critical Infrastructure Protection (CIP) - 013

- A. For orders identified by the LADWP Contract Administrator as subject to CIP-013, include the CIP-013 Cyber Security Risk Management Supplemental Terms for Software Purchases Subject to CIP-013 ("CIP-013 Supplemental Terms"), attached as Exhibit L, as additional terms applicable to the order with the manufacturer/publisher. Where the manufacturer/publisher takes an exception or objects to the inclusion of the CIP-013 Supplemental Terms as part of an order, notify the LADWP Contract Administrator and wait until the LADWP Contract Administrator indicates such exceptions or objections have been resolved before proceeding with the order.
- B. Maintain an active CIP-013 prequalified status to deliver software orders identified as subject to CIP-013 requirements.
- C. Provide documentation verifying that the CIP-013 Supplemental Terms (Exhibit L) were included with each order for software identified as subject to CIP-013.

5.4 REPORTING

The Contractor shall:

- A. Provide order history Excel reports for all LADWP-purchased software monthly via swcc@ladwp.com.

EXHIBIT H

Statement of Work

Reporting fields must include but not limited to the following items:

- i. Manufacturer/Publisher Name
- ii. Product Description
- iii. Unit cost
- iv. Extended cost
- v. Contractor PO#
- vi. Quantity
- vii. Effective Date (if applicable)
- viii. End Date (if applicable)

B. Provide ad hoc reports, including but not limited to, expenditures, and standard and online reports as requested by LADWP above via portal.

C. Provide a monthly Excel report of product and license effective start and end dates.

END OF STATEMENT OF WORK

EXHIBIT I

Power System Critical Facilities Background Screening Requirement

POWER SYSTEM CRITICAL FACILITIES BACKGROUND SCREENING REQUIREMENT

The North American Electric Reliability Corporation (NERC) created security standards for Critical Infrastructure Protection (CIP) to provide a cyber security framework for the identification and protection of the Bulk Power System. All Consultants and their personnel shall comply with LADWP's background screening requirements.

The successful Consultant's personnel under this solicitation may be granted physical and/or electronic access to Power System critical facilities, devices, sensitive system information, and/or data that may be subject to NERC CIP or other requirements where a background screening of the Consultant's employees, agents, and subconsultants is required.

Consultant's personnel that are required to have access to LADWP's critical/restricted facilities, devices, sensitive system information, and/or data shall comply with NERC CIP requirements. Failure to comply may result in denial of access and/or immediate termination for breach of contract.

**LADWP WILL EMPLOY A THIRD-PARTY BACKGROUND SCREENING
COMPANY FOR THE PERFORMANCE OF CONTRACTORS'/CONSULTANTS'
BACKGROUND CHECK.**

**THE BACKGROUND SCREENING COMPANY's "ON-LINE ACCESS PORTAL"
SHALL BE USED BY THE SUCCESSFUL BIDDER/PROPOSER **AFTER** AWARD
OF CONTRACT.**

Once a contract is awarded, Consultant will receive a notification from LADWP advising it to provide information to TruView Background Screening & Investigations (BSI) Inc. of its relevant and applicable employees, agents, and/or subconsultants who shall have access to LADWP's critical/restricted facilities, devices, sensitive system information, and/or data during the performance of this Agreement.

ALL background screening shall be performed by:

TruView Background Screening & Investigations (BSI) Inc.
444 East Huntington Drive, Suite 305
Arcadia, CA 91006
1- 888-869-8444
Email: info@truviewbsi.com

TruView BSI Inc. is the only background screening company approved by LADWP.

Background screenings performed by any company other than TruView BSI Inc., shall not be accepted. All costs associated with the background screening will be paid by LADWP.

EXHIBIT I

Power System Critical Facilities Background Screening Requirement

The background screening process will be as follows:

1. To initiate the background screening process, LADWP's Contract Administrator will send a link to the TruView BSI Inc. online access portal and LADWP's **Contract/Agreement Number** to the successful Consultant. The "Contract/Agreement Number" is required information on the TruView BSI Inc. online access portal for LADWP contracts.
2. The Consultant shall send **Full Names** (First and Last) of its selected employees, agents, and/or subconsultants that are required to have access to LADWP's critical/restricted facilities, devices, sensitive system information, and/or data as part of this Agreement to LADWP's Contract Administrator. The Consultant shall exercise restraint by not adding too many of their employees, agents, and/or subconsultants' names as part of its request for access.
3. The Consultant shall share the link to the online access portal and the **Contract/Agreement Number ONLY** with its selected employees, agents, and/or subconsultants.
4. Each of the Consultant's selected employees, agents, and/or subconsultants shall access the TruView BSI Inc. online portal using the link and submit all required background screening information.

It is the Consultant's responsibility to coordinate and ensure that all required information is submitted to TruView BSI Inc. at least 30 days prior to its employees, agents, and subconsultants' anticipated start date.

The Consultant shall keep LADWP's Contract Administrator apprised of any problems submitting required information to TruView BSI Inc.

Only LADWP is authorized to contact TruView BSI Inc. regarding the results of background screening.

The Consultant shall recognize the highly sensitive nature of NERC CIP requirements and agree to cooperate with LADWP in providing whatever information LADWP requires. Based on the results of the background screening process, LADWP may request changes to Consultant personnel and the Consultant shall accommodate such request(s) for personnel changes.

The Consultant shall adhere to standards which have been incorporated into this procedure as required. It is understood that upon the Consultant's employees, agents, and subconsultants discharge, voluntary resignation, or transfer to a position where access authorization is no longer required, LADWP shall be notified in writing immediately (no longer than 24-hours) after occurrences take place, so that the Consultant's personnel is removed from the authorized access list.

The Consultant shall return any of its employees, agents, and subconsultants' access badge immediately to LADWP when access is no longer required.

EXHIBIT I

Power System Critical Facilities Background Screening Requirement

Consultant agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Consultant was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.

The Consultant shall not knowingly assign principals, employees and/or Subconsultants of the Consultant convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement.

The following specific language in the invoices/bills is acceptable: "Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Consultant and LADWP) has been found."

In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP.

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the Consultant's failure to comply with this section.

The successful Consultant, upon award of the Contract/Agreement agrees to adhere to the provisions of Power System's Critical Facilities Background Screening Requirements for the duration of the Contract/Agreement including any amendments.

Proposer's Company Name: SoftwareONE AG

Name of Authorized Personnel (Print): Shawn Kitzmiller

=

Signature of Authorized Personnel:  = 
Shawn Kitzmiller (Feb 14, 2025 10:28 CST) Shawn Cronin (Feb 14, 2025 11:29 EST)

Date: Feb 14, 2025

EXHIBIT J

Confidentiality Agreement for LADWP Proprietary Information

A. Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

B. Document Access/Control

1. The Contractor shall make the confidential information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and /or subcontractors, only on a need-to-know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and subcontractors, with access to the confidential information about the penalties for its unauthorized use or disclosure.
2. The Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
3. The Contractor shall not remove documents, records, or information used or reviewed in connection with the Contractor's work for LADWP from LADWP facilities without prior approval from LADWP. The Contractor shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
4. The Contractor shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from LADWP, the Contractor may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
5. The Contractor shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information of which the Contractor becomes aware.

EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

6. The Contractor shall require that all its employees, agents, and subcontractors who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Confidentiality Agreement, prior to performing work under this Agreement.

C. Return of All Documents to LADWP

The Contractor shall, at the conclusion of this Agreement or at the request of LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Contractor during the course of work under this Agreement to LADWP, and all paper and electronic copies thereof. Provided however, the Contractor may retain duplicates and originals, as appropriate, of Contractor's administrative communications, records, files, and working papers relating to the services provided by the Contractor pursuant to this Agreement.

D. Work Product and Deliverable Confidentiality


Any reports, findings, analyses, studies, notes, information or data generated or derived from LADWP's Confidential information as a result of this Agreement are to be considered confidential. The Contractor shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Contractor may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Contractor does not disclose any non-public information. The Contractor may not release any information, whether or not such information is public information, to the media without prior written approval from LADWP.

E. Subcontractors Subject to the Confidentiality Agreement

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Confidentiality Agreement.

Bidder has caused their duly authorized representative to execute this Agreement as follows:

Date: Feb 13, 2025


Shane Cronin (Feb 13, 2025 14:00 EST)

Signature: 
Shawn Kizmar (Feb 13, 2025 11:35 CST)

Firm: Software One, Inc.

Title: co-President, Noram

EXHIBIT K Safety Compliance Certificate

I, Shawn Kitzmiller the undersigned,
(Print Company Representative Name)
Vice President of Sales of
(Print Company Representative Title)
Software One, Inc. hereby certify the
(Print Company Name)

Information contained herein and that undersigned is duly authorized to certify that:

- A. Contractor has an Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, industry standards and the California Occupational Safety and Health Administration, Title 8 of the California Code of Regulations, General Industry and Construction Safety Orders. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.)

California Code of Regulations General Industry Safety Orders
<http://www.dir.ca.gov/Title8/3203.html>

California Code of Regulations Construction Safety Orders
<http://dir.ca.gov/Title8/1509.html>

If Contractor performs any work under this agreement outside the State of California, Contractor shall comply with applicable local, State, and Federal laws and regulations, including, but not limited to, industry standards and the Occupational Safety and Health Administration, General Duty Clause.

<https://www.osha.gov/laws-regs/oshact/section5-duties>


- B. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.
- C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of Wisconsin on:

Signature: 
Shawn Kitzmiller (Jul 29, 2024 16:50 CDT)

Print Name: Shawn Kitzmiller

Date: 7/30/2024

Signature: 
Shane Cronin (Jul 29, 2024 16:52 EDT)
Email: shane.cronin@softwareone.com

(For Non-Safety Tier 1 Work)

Revised: 1/2/18

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

CIP-013 CYBER SECURITY RISK MANAGEMENT

SUPPLEMENTAL TERMS FOR SOFTWARE PURCHASES SUBJECT TO CIP-013

1. **Definitions**: For the purpose of these Supplemental Terms, the following words shall have the following meanings:

a. **Bulk Electric System**: Any facilities and control systems necessary for operating an interconnected electric energy network including electrical generation, transmission, and interconnection systems and all associated software and equipment used to control and operate voltages of 100 kV or higher.

b. **Contractor**: The entity serving as a Contractor to LADWP under that certain Software Commodities Contract, under which Contractor purchases or obtains on behalf of and for the benefit of LADWP for the purchase of Software and Software- Related Products from Manufacturer/Publishers.

c. **Disclosed**: Any circumstances when the security, integrity, or confidentiality of any LADWP Information has been compromised, including but not limited to incidents where LADWP Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for unauthorized purpose.

d. **LADWP**: The Los Angeles Department of Water and Power, a proprietary department of the City of Los Angeles, a California municipal corporation.

e. **LADWP Contract Administrator**: The individual identified in Contractor's ordering documents with Manufacturer/Publisher who serves as LADWP's point of contact for notices and correspondence regarding particular Software or Software- Related Products supplied by Manufacturer/Publisher.

f. **LADWP Information**: Any and all information concerning LADWP and its organization in any form, including without limitation, the Software or Software-Related Products provided by Manufacturer/Publisher.

g. **Manufacturer/Publisher**: Any person or entity supplying software or software-related products to LADWP through Contractor and who by the provision of such software or software-related products agrees to these Supplemental Terms, where Contractor has informed Manufacturer/Publisher that the purchase of the software or software-related products is subject to these Supplemental Terms.

h. **Security Incident**: Any circumstance when (i) Manufacturer/Publisher knows or reasonably believes that LADWP Information hosted or stored by the Manufacturer/Publisher has been Disclosed; (ii) Manufacturer/Publisher knows or reasonably believes that an act or omission by Manufacturer/Publisher or involving

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

Manufacturer/Publisher has compromised or may reasonably compromise the cybersecurity of the Software and Software-Related Products provided to LADWP by Manufacturer/Publisher or the physical, technical, administrative, or organizational safeguards protecting Manufacturer/Publisher's systems or LADWP's systems storing or hosting LADWP Information; or (iii) Manufacturer/Publisher receives complaint, notice, or communication which relates directly or indirectly to (A) Manufacturer/Publisher's handling of LADWP Information or Manufacturer/Publisher's compliance with the data safeguards in these Supplemental Terms or applicable law in connection with LADWP Information or (B) the cybersecurity of the Software and Software-Related Products provided to LADWP by Manufacturer/Publisher.

i. **Software or Software-Related Products**: Any software, software licenses, software subscriptions, hosted software, or other similar or related products supplied by Manufacturer/Publisher to LADWP through Contractor. For purposes of these Supplemental Terms, the Software or Software-Related Products may be treated as being supplied directly to LADWP regardless of Contractor's involvement in the purchase of such Software or Software-Related Products.

2. **Notification (CIP-013 R1.2.1)**: Manufacturer/Publisher agrees to notify the LADWP Contract Administrator immediately by telephone and email, and subsequently via written letter, whenever a Security Incident occurs.

The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of LADWP information known or reasonably believed to have been Disclosed, and (c) the measures being taken to address and remedy the occurrence to prevent the same or similar event from occurring in the future.

Manufacturer/Publisher shall provide written updates of the notice to LADWP addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Manufacturer/Publisher shall cooperate with LADWP in LADWP's efforts to determine the risk to the Bulk Electric System ("BES") posed by the Security Incident upon request from LADWP.

3. **Development and Implementation of a Response Plan (CIP-013 R1.2.2)**: Manufacturer/Publisher shall develop and implement policies and procedures to address Security Incidents ("Response Plan") by mitigating the harmful effects of Security Incidents and addressing and remedying the occurrence to prevent recurrence of Security Incidents in the future. Manufacturer/Publisher shall provide LADWP access to inspect its Response Plan. The development and implementation of the Response Plan shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev.4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev.4, IR-1 through IR-10 as those

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

standards may be amended.

Immediately upon learning of a Security Incident related to the products and services provided to LADWP, Manufacturer/Publisher shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify LADWP of that implementation by contacting the LADWP Contract Administrator.

4. Prevention of Recurrence (CIP-013 R1.2.2): Within seven (7) calendar days of a Security Incident, Manufacturer/Publisher shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended and shall communicate that plan to LADWP. Manufacturer/Publisher shall provide recommendations to LADWP on actions that LADWP may take to assist in the prevention of recurrence, as applicable or appropriate.

5. Coordination of Incident Response with LADWP (CIP-013 R1.2.2): Within seven (7) calendar days of notifying LADWP of the Security Incident, Manufacturer/Publisher shall recommend actions to be taken by LADWP on LADWP-controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Manufacturer/Publisher shall coordinate with LADWP in developing those action plans and mitigating controls. Manufacturer/Publisher shall provide LADWP guidance and recommendations for long term remediation of any cyber security risks posed to LADWP Information, equipment, systems, and networks as well as any information necessary to assist LADWP in any recovery efforts undertaken by LADWP in response to the Security Incident.

6. Notification to Affected Parties (CIP-013 R1.2.2):

a. Manufacturer/Publisher shall, at its sole cost and expense, assist and cooperate with LADWP with respect to any investigation of a Security Incident, disclosures to affected parties, and other remedial measures as requested by LADWP in connection with a Security Incident or required under any applicable laws related to a Security Incident.

b. In the event a Security Incident results in LADWP Information being Disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of LADWP under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by LADWP, except as required by applicable law or approved by LADWP in writing. LADWP will have sole control over the timing and method of providing such notification. Manufacturer/Publisher agrees to reimburse LADWP for the cost of any notices provided by LADWP under this section.

7. Unrelated Security Incidents (CIP-013 R1.2.2): In the event (a) Manufacturer/Publisher's confidential information has been corrupted or destroyed or has been accessed, acquired,

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

compromised, modified, used or disclosed by any unauthorized person, or by any person in an unauthorized manner or for an unauthorized purpose; (b) Manufacturer/Publisher knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided by Manufacturer/Publisher to an entity other than LADWP (“Unrelated Security Incident”); or (c) Manufacturer/Publisher receives any complaint, notice, or communication which relates directly or indirectly to (i) Manufacturer/Publisher’s handling of confidential information or Manufacturer/Publisher’s compliance with applicable law in connection with confidential information or (ii) an Unrelated Security Incident, Manufacturer/Publisher shall provide to LADWP a confidential report describing, to the extent legally permissible, a detailed summary of the facts and circumstances of the Unrelated Security Incident, including a description of (1) why the Unrelated Security Incident occurred, (2) the nature of the confidential information disclosed, and (3) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

8. Development and Implementation of Access Control Policy (CIP-013 R1.2.3):

Manufacturer/Publisher shall develop and implement policies and procedures to address the security of remote and onsite access to LADWP Information, LADWP systems and networks, and LADWP property (an “Access Control Policy”) that is consistent with the personnel management requirements of NIST Special Publication 800-53 Rev. 4 AC-2, PE- 2, PS-4, and PS-5 as may be amended and also meets the following requirements:

a. LADWP Authority Over Access: In the course of furnishing the Software or Software-Related Products to LADWP, Manufacturer/Publisher shall not access, and shall not permit its employees, agents, subcontractors, and other personnel or entities within its control (“Manufacturer/Publisher Personnel”) to access LADWP’s property, systems, or networks or LADWP Information without LADWP’s prior express written authorization. Such written authorization may subsequently be revoked by LADWP at any time in its sole discretion. Further, any Manufacturer/Publisher Personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by LADWP. All LADWP authorized connectivity or attempted connectivity to LADWP’s systems or networks shall be in conformity with LADWP’s security policies as may be amended from time to time with notice to the Manufacturer/Publisher.

b. Manufacturer/Publisher Review of Access: Manufacturer/Publisher shall review and verify Manufacturer/Publisher Personnel’s continued need for access and level of access to LADWP Information and LADWP systems, networks and property on a semi-annual basis and shall retain evidence of the reviews.

c. Notification and Revocation: Manufacturer/Publisher shall immediately notify LADWP in writing (no later than close of business on the same day as the day of termination or change set forth below) and shall immediately take all steps necessary to remove Manufacturer/Publisher Personnel’s access to any LADWP Information, systems, networks, or property when:

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

- (1) any Manufacturer/Publisher Personnel no longer requires such access in order to furnish the Software or Software-Related Products provided by Manufacturer/Publisher to LADWP;
- (2) any Manufacturer/Publisher Personnel is terminated or suspended or his or her employment is otherwise ended;
- (3) Manufacturer/Publisher reasonably believes any Manufacturer/Publisher Personnel poses a threat to the safe working environment at or to any LADWP property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or LADWP Information;
- (4) there are any material adverse changes to any Manufacturer/Publisher Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record;
- (5) any Manufacturer/Publisher Personnel fails to maintain conduct in accordance with the qualification criteria set forth in the contract; and
- (6) any Manufacturer/Publisher Personnel loses his or her U.S. work authorization, or
- (7) Manufacturer/Publisher's provision of Software or Software-Related Products to LADWP is either completed or terminated, so that LADWP can discontinue electronic and/or physical access for such Manufacturer/Publisher Personnel.

Manufacturer/Publisher shall take all steps reasonably necessary to immediately deny such Manufacturer/Publisher Personnel electronic and physical access to LADWP Information as well as LADWP property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and shall return to LADWP any LADWP-issued property including, but not limited to, LADWP photo ID badge, keys, parking pass, documents, or laptop in the possession of such Manufacturer/Publisher Personnel. Manufacturer/Publisher shall notify the LADWP Contract Administrator once access to LADWP Information as well as LADWP property, systems, and networks have been removed.

9. Disclosure of Vulnerabilities by Manufacturer/Publisher (CIP-013 R1.2.4):

Manufacturer/Publisher shall develop and implement policies and procedures to address the disclosure and remediation by Manufacturer/Publisher of vulnerabilities and material defects related to the Software or Software-Related Products provided to LADWP by Manufacturer/Publisher including the following:

- a. Prior to the delivery of the procured product or service, Manufacturer/Publisher shall provide summary documentation of publicly disclosed vulnerabilities and material defects

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

related in the procured product or services, the potential impact of such vulnerabilities and material defects, the status of Manufacturer/Publisher's efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Contractor's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

b. Manufacturer/Publisher shall provide summary documentation of vulnerabilities and material defects in the procured product or services within thirty (30) calendar days after such vulnerabilities and material defects become known to Manufacturer/Publisher. This includes summary documentation on vulnerabilities that have not been publicly disclosed or have only been identified after the delivery of the product. The summary documentation shall include a description of each vulnerability and material defects and its potential impact, root cause, and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

c. Manufacturer/Publisher shall disclose the existence of all known methods for bypassing computer authentication in the procured product or services, often referred to as backdoors, and provide written documentation that all such backdoors created by Manufacturer/Publisher have been permanently deleted or disabled.

d. Manufacturer/Publisher shall implement a vulnerability detection and remediation program consistent with NIST Special Publication 800-53 Rev. 4 RA-5, SA-11, and SI- 2, as may be amended.

10. Disclosure of Vulnerabilities by LADWP (CIP-013 R1.2.4): Whether or not publicly disclosed by Manufacturer/Publisher and notwithstanding any other limitation in these Supplemental Terms, LADWP may disclose any vulnerabilities or material defects in the products and services provided by Manufacturer/Publisher to (a) the Electricity Information Sharing and Analysis Center, the Industrial Control Systems Cyber Emergency Response Team, or any equivalent entity, (b) to any entity when necessary to preserve the reliability of the BES as determined by LADWP in its sole discretion, or (c) any entity required by applicable law.

11. Hardware, Firmware, Software, and Patch Integrity and Authenticity (CIP-013 R1.2.5):

a. Manufacturer/Publisher shall establish, document, and implement risk management practices for supply chain delivery of the Software or Software-Related Products provided to LADWP by Manufacturer/Publisher. Manufacturer/Publisher shall provide documentation on its chain-of-custody practices, inventory management program, information protection practices, integrity management program for components provided by sub-manufacturer/publishers, instructions on how to request upgrades, updates, patches, or replacements, and commitment to ensure that for an agreed upon date, upgrades, updates, patches, or replacements shall be made available by Manufacturer/Publisher, as applicable.

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

b. Manufacturer/Publisher shall specify how digital delivery for Software or Software-Related Products including patches will be validated and monitored to ensure the digital delivery remains as specified. If LADWP deems that it is warranted, Manufacturer/Publisher shall apply encryption to protect procured products throughout the delivery process.

(1) If Manufacturer/Publisher provides Software or Software-Related Products or patches to LADWP, Manufacturer/Publisher shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable LADWP to use the hash value as a checksum to independently verify the integrity of the Software or Software-Related Products and patches and avoid downloading the Software or Software-Related Products or patches from Manufacturer/Publisher's website that has been surreptitiously infected with a virus or otherwise corrupted without the knowledge of Manufacturer/Publisher.

c. Manufacturer/Publisher shall identify the country (or countries) of origin of the Software or Software-Related Products and their components (including, but not limited to, hardware, software, and firmware). Manufacturer/Publisher shall identify the countries where the development, manufacturing, maintenance, and service for the Software or Software-Related Products are provided. Manufacturer/Publisher shall notify the Contract Administrator of changes in the list of countries where product maintenance or other services are provided in support of the procured Software or Software-Related Products. This notification shall occur 180 calendar days prior to initiating a change in the list of countries.

d. Manufacturer/Publisher shall use trusted channels to ship Software or Software-Related Products sent by physical delivery, such as U.S. registered mail.

e. Manufacturer/Publisher shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

f. Manufacturer/Publisher shall demonstrate chain-of-custody documentation for Software or Software-Related Products as determined by LADWP in its sole discretion and require tamper-evident packaging.

12. Patching Governance (CIP-013 R1.2.5):

a. Prior to the delivery of any Software or Software-Related Services to LADWP or any connection to or installation of Software or Software-Related Services on LADWP's electronic devices, assets or equipment, Manufacturer/Publisher shall provide documentation regarding its patch management and vulnerability management/mitigation programs and update process (including third-party Software or Software-Related Products) for the Software or Software-Related Products. This

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

documentation shall include information regarding:

- (1) the resources and technical capabilities to sustain this program and process such as Manufacturer/Publisher's method or recommendation for how the integrity of a patch is validated by LADWP; and
- (2) Manufacturer/Publisher's approach and capability to remediate newly reported zero-day vulnerabilities.
- b. Unless otherwise approved by the LADWP in writing, current or supported version of Manufacturer/Publisher products and services shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).
- c. Manufacturer/Publisher shall verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery to LADWP.
- d. In providing the Software and Software-Related Products to LADWP, Manufacturer/Publisher shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within thirty (30) calendar days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates within fourteen (14) calendar days. If updates cannot be made available by Manufacturer/Publisher within these time periods, Manufacturer/Publisher shall provide mitigations and/or workarounds within fourteen (14) calendar days.
- e. When third-party Software or Software-Related Products are provided by Manufacturer/Publisher to LADWP, Manufacturer/Publisher shall provide appropriate hardware, software, and firmware updates to remediate newly discovered vulnerabilities or weaknesses within thirty (30) calendar days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, within fourteen (14) calendar days. If these third-party updates cannot be made available by Manufacturer/Publisher within these time periods, Manufacturer/Publisher shall provide mitigations and/or workarounds within fourteen (14) calendar days.

13. Viruses, Firmware and Malware (CIP-013 R1.2.5):

- a. Manufacturer/Publisher shall use reasonable efforts to investigate whether computer viruses or malware are present in any Software or Software-Related Products or patches before providing such Software or Software-Related Products or patches to LADWP.
- b. Manufacturer/Publisher warrants that it has no knowledge of any computer viruses or malware coded or introduced into any Software or Software-Related Products or patches, and Manufacturer/Publisher shall not insert any code which would have the

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

effect of disabling or otherwise shutting down all or a portion of such Software or Software-Related Products or damaging information or functionality.

c. When installed files, scripts, firmware, or other Manufacturer/Publisher delivered Software or Software-Related Products are flagged as malicious, infected, or suspicious by an anti-virus vendor through open source solutions like “Virus Total,” Manufacturer/Publisher must provide technical proof as to why the “false positive” hit has taken place to ensure their code’s supply chain has not been compromised.

d. If a virus or other malware is found to have been coded or otherwise introduced as a result of Manufacturer/Publisher’s breach of its obligations under these Supplemental Terms, Manufacturer/Publisher shall immediately and at its own cost:

(1) Take all necessary remedial action and provide assistance to LADWP to eliminate the virus or other malware throughout LADWP’s information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of LADWP; and

(2) If the virus or other malware causes a loss of operational efficiency or any loss of data

(A) Where Manufacturer/Publisher is obligated under these Supplemental Terms to back up such data, take all steps necessary and provide all assistance required by LADWP and its affiliates; and

(B) Where Manufacturer/Publisher is not obligated under these Supplemental Terms to back up such data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such data and to restore the efficiency of such data.

14. End of Life Operating Systems (CIP-013 R1.2.5):

a. Manufacturer/Publisher delivered Software or Software-Related Products will not be required to reside on end-of-life operating systems, or any operating system that will go end-of-life six (6) months from the date of installation.

b. Manufacturer/Publisher delivered Software or Software-Related Products will support the latest versions of operating systems on which Manufacturer/Publisher-provided Software or Software-Related Products function within twenty-four (24) months from official public release of that operating system version.

15. Cryptographic Requirements (CIP-013 R1.2.5):

a. Manufacturer/Publisher shall document how the cryptographic system protects the confidentiality, data integrity, authentication, and non-repudiation of devices and data

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

flows in the underlying system as specified by LADWP. This documentation shall include, but not be limited to, the following:

- (1) The cryptographic methods (hash functions, symmetric key algorithms, or asymmetric key algorithms) and primitives (e.g., Secure Hash Algorithm [SHA]-256, Advanced Encryption Standard [AES]-128, RSA, and Digital Signature Algorithm [DSA]-2048) that are implemented in the system, and how these methods are to be implemented.
- (2) The preoperational and operational phases of key establishment, deployment, ongoing validation, and revocation.
- b. Manufacturer/Publisher shall use only “approved” cryptographic methods as defined in the FIPS 140-2 Standard when enabling encryption on its products.
- c. Manufacturer/Publisher shall provide an automated remote key-establishment (update) method that protects the confidentiality and integrity of the cryptographic keys.
- d. Manufacturer/Publisher shall ensure that:

 - (1) The system implementation includes the capability for configurable cryptoperiods (the life span of cryptographic key usage) in accordance with the Suggested Cryptoperiods for Key Types found in Table 1 of NIST 800-57 Part 1, as may be amended.
 - (2) The key update method supports remote re-keying of all devices by an agreed upon date as part of normal system operations.
 - (3) Emergency re-keying of all devices can be remotely performed by an agreed upon date.
- e. Manufacturer/Publisher shall provide a method for updating cryptographic primitives or algorithms.

Manufacturer/Publisher shall coordinate with LADWP on all remote access to LADWP’s systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by LADWP.

16. Controls for Remote Access (CIP-013 R1.2.6): Manufacturer/Publisher shall coordinate with LADWP on all remote access to LADWP’s systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by LADWP.

Manufacturer/Publishers that directly, or through any of their affiliates, subcontractors or service providers, connect to LADWP’s systems or networks agree to the additional following protective

EXHIBIT L
CIP-013 Cyber Security Risk Management Supplemental Terms

measures:

- a.** Manufacturer/Publisher shall not access, and shall not permit any other person or entity to access, LADWP's systems or networks without LADWP's authorization and any such actual or attempted access will be consistent with any such authorization.
- b.** Manufacturer/Publisher shall implement processes designed to protect credentials as they travel throughout the network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.
- c.** Manufacturer/Publisher shall ensure Manufacturer/Publisher Personnel do not use any virtual private network or other device to simultaneously connect machines on any LADWP system or network to any machines on any Manufacturer/Publisher or third-party systems, without:
 - (1)** Using only a remote access method consistent with LADWP's remote access control policies,
 - (2)** providing LADWP with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
 - (3)** ensuring that any computer used by Manufacturer/Publisher Personnel to remotely access any LADWP system or network will not simultaneously access the Internet or any other third-party system or network while logged on to LADWP systems or networks.
- d.** Manufacturer/Publisher shall ensure Manufacturer/Publisher Personnel accessing LADWP networks are uniquely identified and that accounts are not shared among Manufacturer/Publisher Personnel.

17. Manufacturer/Publisher Cybersecurity Policy: Manufacturer/Publisher shall provide to LADWP the Manufacturer/Publisher's cybersecurity policy, which shall be consistent with NIST Special Publication 800-53 (Rev. 4) as may be amended. Manufacturer/Publisher shall implement and comply with that cybersecurity policy. Any changes to Manufacturer/Publisher's cybersecurity policy as applied to products and services provided to LADWP under Supplemental Terms and LADWP Information that are inconsistent with the security requirements of NIST Special Publication 800-53 (Rev. 4) as may be amended shall be subject to review and approval by LADWP prior to implementation by Manufacturer/Publisher.

END OF EXHIBIT L