

TRANSMITTAL

To: **THE COUNCIL**

Date: **FEB 07 2008**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



ANTONIO R. VILLARAIGOSA
Mayor

FEB 11 2008
PUBLIC SAFETY

LOS ANGELES POLICE COMMISSION

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POLICE COMMISSIONERS

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EXECUTIVE OFFICE
SUITE 144-150, PARKER CENTER
150 N. LOS ANGELES STREET
LOS ANGELES, CA 90012

(213) 485-3531 PHONE
(213) 485-8861 FAX

November 14, 2007

BPC #07-0150B

The Honorable Antonio Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attn: June Lagmay

Dear Mayor Villaraigosa:

RE: REQUEST FOR APPROVAL OF THE DIGITAL IN-CAR VIDEO SYSTEM AGREEMENT
WITH INTERNATIONAL BUSINESS MACHINES

At the regular meeting of the Board of Police Commissioners held Tuesday, November 13, 2007,
the Board APPROVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their
approval.

Respectfully,

Handwritten signature of Carmen Montgomery in cursive script.

CARMEN MONTGOMERY
Commission Executive Assistant I

Enclosure

c: Chief of Police

RECEIVED

NOV 08 2007

November 6, 2007
1.9

REVIEWED POLICE COMMISSIONERS

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

[Signature]
POLICE COMMISSIONERS
SECRETARY

11/8/07
DATE

SUBJECT: REQUEST FOR APPROVAL OF THE DIGITAL IN-CAR VIDEO SYSTEM AGREEMENT WITH INTERNATIONAL BUSINESS MACHINES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) review and approve the Digital In-Car Video System (DICVS) Agreement with International Business Machines Corporation (IBM).
2. That the Board transmits the attached Fact Sheet to the Mayor's Office and City Council for review.
3. That the Board transmits the DICVS Agreement to the Mayor's Office and City Council for review and approval.
4. That the Board authorizes the Chief of Police to execute the DICVS Agreement upon Mayoral and City Council review and approval.

DISCUSSION

On August 16, 2006, the City Council approved the release of the DICVS Request for Proposals (RFP). On August 25, 2006, the RFP was released to the public and a pre-proposal conference was held on September 12, 2006. Sixteen proposals were received by October 19, 2006, with eight proposals eliminated due to non-compliance with the Good Faith Effort requirements. The remaining eight proposals were reviewed and IBM scored the highest of the final four. On March 27, 2007, the Board approved the selection of IBM as the contractor for the DICVS and granted permission to the Department to negotiate an agreement with IBM.

The City team met with IBM and negotiated the attached agreement. The DICVS agreement with IBM will be a three-year agreement with two renewal options, at a cost not to exceed \$5,501,322.00 for the first phase, which includes all of South Bureau. The implementation of this first phase will take approximately four months. The balance of the contract's term will allow for system maintenance.

If you have any questions, please contact Chief Information Officer Tim Riley, Commanding Officer, Information and Communications Services Bureau, at (213) 847-3836.

Respectfully,

[Signature]
WILLIAM J. BRATTON
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved NOV 13 2007
Secretary *[Signature]*

Attachments

FACT SHEET

DIGITAL IN-CAR VIDEO SYSTEM

November 2, 2007

BACKGROUND

The release of the Digital In-Car Video System (DICVS) Request for Proposals (RFP) was approved by the Board of Police Commissioners (Board) on July 18, 2006, and transmitted to the Mayor and City Council for their review and approval. Following approval by the Budget and Finance and Public Safety Committees and the City Council in August 2006, the proposed RFP was released to the public through an ad in the Los Angeles Daily Journal newspaper and posted on the City's Los Angeles Business Assistance Virtual Network.

On September 12, 2006, a non-mandatory pre-proposal conference was conducted to discuss the needs of the Los Angeles Police Department (Department) and the mandatory ordinance requirements. The conference was followed by site visits to Metropolitan Communication Dispatch Center (long-term storage site), 77th Street Station, South Traffic Division, Harbor, Southeast, and Southwest Stations.

By October 19, 2006, Information and Communications Services Bureau (ICSB) received 16 proposals. A review of the proposals for compliance and mandatory ordinance documentation by the Contract Administrator determined that eight proposers failed to provide the required documentation for the Minority/Women/Other Business Enterprise Subcontractor Outreach Program and were deemed non-responsive and removed from the list of proposers. The remaining eight proposals were forwarded to the City's evaluation team for review and scoring.

METHODOLOGY

The evaluation team, made up of representatives from Information Technology Agency, City Administrative Officer, Chief Legislative Analyst, and several LAPD entities, including the Electronics Unit (Scientific Investigation Division), Operations-South Bureau, Video Unit (Training Division), Office of Operations, Emergency Command Control Communications System Division, Information Technology Division, Motor Transport Division, and ICSB, rated the proposals in the areas delineated within the RFP. While cost represented 20 percent of the overall evaluation, the top four scoring proposers were Dell (\$16,870,097.18), IBM (\$5,040,260.00), Motorola (\$12,988,825.00), and Unisys (\$21,516,186.00). These four proposers were invited to install a demonstration system in a patrol vehicle and back-end storage for testing and evaluation. All four responded to the offer and installed their systems in separate vehicles.

Demonstrations of each system were conducted and presentations were made by the proposers over several weeks, during which time each system was put through a series of tests. The City team then completed their evaluation of the demonstration systems and determined that the system proposed by IBM best met the needs of the City. Phone surveys were then conducted with agencies listed as references in the IBM proposal. The evaluation team then conducted site visits at the Santa Barbara County Sheriff's Department and the Beverly Hills Police Department to see the proposed system in use. Santa Barbara has used a similar model for three years and

Beverly Hills for two years. Both agencies expressed satisfaction with the system and the vendor.

Two of the proposers, Dell and Motorola, were partnered with Integrian, Inc. for the camera and in-car recording system, which had not yet been released for production. The Department's RFP specifically stated that "the selected System must have a proven, reliable record in actual use under a variety of conditions." This could not be said for the system proposed by Dell and Motorola.

On March 8, 2007, a notification was mailed to each of the 16 companies that submitted proposals to supply the Department with a Digital In-Car Video System. This notification informed the proposers that the Department was recommending International Business Machines (IBM) for the contract and that the Board of Police Commissioners would hear the matter later that month. The RFP states that the proposer must submit any protest to the recommendation in writing, that the RFP Administrator would respond to the protest in writing, and that a hearing would be held within five (5) days after receiving the protest, unless waived by the proposer.

On March 12, 2007, the Department received a facsimile from ICOP Digital, Inc. protesting the Department's recommendation of IBM for the contract. Senior Management Analyst Nancy Cammarata (RFP Administrator) communicated with Laura Owen, President of ICOP Digital, Inc. A written statement setting forth the reasons for the selection was mailed and emailed to ICOP. A subsequent teleconference was conducted on March 20 between ICOP Digital, Inc. and ICSB.

During the teleconference, the requirement of Good Faith Effort (GFE) was again elaborated to ICOP. A representative of ICOP Digital, Inc. attended the DICVS Pre-Proposal Conference, giving ICOP 10 points for the GFE. However, ICOP's proposal did not include GFE documentation and 75 points out of 100 is needed to meet GFE requirements. Laura Owen stated that as a result of the Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and all Other Business Enterprise (OBE) requirements, the irony with regard to the RFP process is that ICOP Digital, Inc. was excluded as "the only in-car video product that meets all of the requirements of the IACP In-Car Video Report, and...the only solution that enables a backend solution that is web-based, and...a company which was founded in part by a woman (now publicly traded)."

With regards to the recommended selection of IBM, Laura Owen also expressed concerns about the following related topics:

- Financial stability of Coban Research and Technologies, Inc. (COBAN)
- Statute of limitations requirements that IBM/COBAN needs to meet for video storage
- Video quality of wirelessly uploaded video from scaled down servers used for storage
- International Association of Chiefs of Police (IACP) Minimum Specification Report for In-Car Video that COBAN did not meet

The findings are as follows:

- IBM will be the prime contractor. Therefore, COBAN, in partnership with IBM, as a subcontractor, is not required to present its financial status
- The storage needed for the statute of limitations requirements will be met or exceeded by IBM
- The DICVS Evaluators were very satisfied with IBM's video quality presented from the test results
- IBM has confirmed that it meets the IACP Minimum Specification Report for In-Car Video.

The hearing did not change the recommendation of the Department because ICOP did not comply with the MBE/WBE Subcontractor Outreach Program requirement and had been disqualified during the first review of the proposals submitted. The City Attorney concurred with this determination.

On the morning of March 20, 2007, Panasonic Computer Solutions Company, a subcontractor to Unisys Corporation, submitted a protest directly to the Board, bypassing the RFP Administrator. The Department, Unisys, and Panasonic each made their presentations to the Board, but the Board requested that the Department conduct a hearing with Unisys and report back to them on March 27, 2007.

The Department received an e-mail from Robert Muellner of Unisys Corporation on March 21, 2007 stating that they had concerns with the following:

- Video recording rate comparison between Panasonic and Coban and the associated cost impact on storage
- Additional cost to manage tape versus automated process to store on disc
- Offline storage versus online storage – what was communicated
- Optional storage configurations and the ability to quote to same
- Angle of vision and the value of a wider view versus a narrower view
- Testing of the 2nd tier of data storage, it's accessibility and the management of same for both Panasonic and Coban
- References for both Panasonic and Coban
- Large city police department experiences with Coban
- Installation – Outsourced versus Insourced and the ability to quote to same

On March 22, 2007, several employees with Unisys and Panasonic arrived for their hearing with the Department. The Department was represented by the following ICSB personnel: Police Administrator Gloria Grube, Senior Management Analyst Nancy Cammarata, and Management Analyst Huette Luu. Before the hearing could get started, Unisys was handed a sign-in sheet to complete that would note all of the attendees at the hearing. Unisys then asked for clarification whether this hearing would be the only opportunity they had to protest the award. They were informed that this would in fact be the formal protest hearing as outlined in the RFP and as directed by the Board and the City Attorney, but that they would have the opportunity to address the Board and City Council. Unisys was also reminded that, as they were informed on March 21,

2007, the proposal from IBM would not be subject to the Public Records Act until after the contract negotiations were complete and a contract was presented to the Board for approval. Unisys was expecting that they would be able to evaluate IBM's proposal prior to the hearing. Unisys was also reminded that the intent of the appeal process is to protest any procedural error made by the City or Department that would have allowed an unfair advantage or disadvantage to any proposer. The hearing was put on hold for five minutes while Unisys stepped out of the room to consult with their counsel. When Unisys returned to the table, they explained that they were not willing to participate in the protest hearing without reviewing the competing bid(s) and left without further discussion.

Unisys also submitted to the Board a formal letter dated March 22, 2007 (Addenda No. 1) detailing their concerns with awarding the contract to IBM. IBM obtained a copy of this letter from the Board of Police Commissioners and responded to the concerns raised by Unisys (Addenda No. 2).

During the negotiation process, a letter dated July 31, 2007, was received by the Board from three members of the City Council requesting the Board to pay particular attention to four areas of concern:

1. That there be easy online access to data for watch commanders
2. That there be the ability to instantly review recordings
3. That the storage system be digital, compact, easy to use, and store
4. That it use the best proven technology available

The following is a response to these concerns expressed by members of the City Council:

1. The system is designed for easy online access to whoever has the appropriate permissions and authorized access to the LAPD Local Area network. The location of any particular data will be seamless to the authorized user. The system is designed to retrieve a requested file from a hierarchical algorithm at a physical location (area station server, long-term storage server or automated "near-line" digital tape storage library) and present it to the person making the inquiry.
2. The system will have the ability to instantly review recordings once they are uploaded to a server at the area station and throughout the storage time period. The term "instantly" is subjective but access time will be dependent on a number factors including features and functionality of the personal computer being used, the network availability and bandwidth of the location that the system is being accessed from, the location of the file and number of users accessing the system at the time.
3. The files will be stored digitally, the system has an intuitive user interface, the fiscal storage will range from a local server to a long-term and eventually to a digital tape contained in an automated tape library.
4. The system will be using proven technology that is the latest between the on-line to near-line storage available on the market within our budget constraints for this project.

Negotiations were completed with IBM on October 19, 2007. On October 23, the Department was advised by the City Attorney that the IBM proposal could now be released to Unisys, per Unisys' earlier request. Unisys was provided with a hard and soft copy of the IBM proposal on October 25, 2007. At that time Unisys was also informed that the Department would reconvene the protest hearing on November 2, 2007, unless notified in writing of their desire to waive the hearing. On the morning of November 2, 2007, Unisys sent an e-mail to Nancy Cammarata stating that "Unisys Corporation has chosen to not formally protest the LAPD DICVS RFP, No. 06-567-009."

CONCLUSION

On March 20, 2007, the Department requested the Board to review and approve the selection of IBM to provide the LAPD with a comprehensive DICVS, and on March 27, 2007, the Board granted its approval. A team comprised of personnel from the Information Technology Agency, City Administrative Officer, Chief Legislative Analyst, and several LAPD entities including Office of Operations, Emergency Command Control Communications System Division, Information Technology Division, Motor Transport Division, Fiscal Operations Division, and ICSB, was established to negotiate the agreement with IBM.

A three-year agreement with two renewal options at a cost not to exceed \$5,501,322.00 for the first phase has been negotiated with IBM. The implementation of the first phase, which includes all of South Bureau, will take four months with the balance of the agreement's time allowing for maintenance. Initial negotiations identified some savings such as not installing access points at South Traffic Division, because South Traffic will upload videos at Southwest Area station. These savings decreased the contract amount to just below \$5,000,000. The total amount subsequently has increased due to the Department's request that IBM install all of the equipment in the vehicles. The original proposal recommended that IBM install the equipment in three vehicles while training City personnel to complete the other 297 vehicles. The cost of installing the equipment in the additional 297 vehicles is \$178,650. The Department also requested an additional 700 lapel microphones at a cost of \$36,372. The IBM proposal did not include sales tax and that added an additional \$304,000. These changes and additions increased the amount of the final contract by an additional \$501,322. The IBM proposal did not include site preparation, but through negotiations, IBM has agreed to provide exterior site preparations at no cost to the City.

Prepared by:
Nancy Cammarata
Senior Management Analyst
Information and Communications Services Bureau

Attachments

MEMORANDUM

213-485-0889

Date: March 22, 2007

To: Honorable Los Angeles Board of Police Commissioners

From: Bob Mueller, Unisys Corp.

Cc: Ken Moore, Unisys Corp; Mark Ambruster, Ambruster & Goldsmith LLP

Re: Meeting with LAPD ICSB as directed by the Police Board at March 20, 2007
Police Commission meeting

Pursuant to the direction of the Los Angeles Board of Police Commissioners, I contacted both Tim Riley and Nancy Cammarata from LAPD's Information and Communications Services Bureau (ICSB) after the conclusion of last Tuesday's Board meeting to coordinate a time and location to conduct a meeting to address the issues that Unisys and Panasonic had raised at the March 20th meeting.

A time and location was set and agreed to by both the Unisys team and by LAPD ICSB and a meeting was held in the 3rd floor Media Room at the MCDC on Thursday, March 22, 2007, at 10:30am. In attendance from LAPD were Nancy Cammarata, Gloria Grube and Huette Liu. And in attendance from the Unisys team were Ken Moore, Ali Syed, Marco Robles, Michael Dixon (Panasonic), Miles Cowan (Insight VideoNet) and myself. The meeting was being recorded on audio tape by and at the request of LAPD.

Prior to the meeting, I had sent an e-mail to Nancy on 3/21/07 reiterating the issues we wanted to review and discuss with them -- the same issues raised at last Tuesday's meeting:

- Video recording rate comparison between Panasonic and Coban and the associated cost impact on storage
- Additional cost to manage tape versus automated process to store on disc
- Offline storage versus online storage -- what was communicated
- Optional storage configurations and the ability to quote to same
- Angle of vision and the value of a wider view versus a narrower view
- Testing of the 2nd tier of data storage, it's accessibility and the management of same for both Panasonic and Coban
- References for both Panasonic and Coban
- Large city police department experiences with Coban
- Installation -- Outsourced versus Insourced and the ability to quote to same
- Best and Final Offer (BAFO) approach
- Total Cost of Ownership (TCO) model

However, before the meeting could begin Nancy and Gloria required that the Unisys team sign in on an attendance log that was entitled "Formal Protest Log". We asked the question, "If we execute the log will that be construed as our formal written request for protest?" The answer from LAPD was "yes". Additionally, we asked LAPD for additional clarification as to the form and function of the meeting. Their interpretation was that this meeting was not a question/answer or discovery session to address the issues raised by Unisys and Panasonic but was instead a formal protest hearing. And that our meeting was going to be one-way where we would cite specific sections of the RFP appealed and to state how our proposal response met that appealed section. That was not the focus of our objections on Tuesday leading to this meeting with LAPD today. We were questioning the process -- of what was done and not done in evaluating our proposal relative to IBM and the inequities of installation, storage and technical functionality, as well as really checking references, not a cursory review. Our understanding, based on the direction of Commission President Mack, was that this was to be a meeting between Unisys and LAPD to have an unlimited opportunity without time limitations to express the issues we had raised and to obtain answers to our questions.

In light of LAPD's assertions that this was not going to be a discussion of the items brought forward in the Police Commission meeting as the Commission had directed to occur, but rather a hearing re a formal protest concerning sections of the RFP, we declined signing the log. To LAPD, this constituted an end to the meeting and both parties left without ever discussing the issues aired last Tuesday.

The Unisys objections to the approval of LAPD's recommendation of IBM to be awarded the DICVS by the Board are based on the evaluation methods used and those methods omitted in the scoring and consideration of the winning proposal. Unisys is not notifying LAPD of a formal protest as per the "Appeal Process" language on page 28, Section 9 of the RFP because in order to do so would require access and review of the other competitors' submitted proposals to properly ascertain the foundation for a formal protest. Since LAPD has indicated that the Los Angeles City Attorney has advised them that those competitors' proposals cannot be viewed until a contract is either awarded, negotiated or executed, we would file our formal written protest at such time that those competitors' proposals were available for an appropriate and detailed review by our Contracts and Proposals Group.

Regardless of the outcome of today's meeting we believe that the issues raised by us at the March 20th meeting requires further scrutiny and will detail these issues further in a more comprehensive document enclosed in a packet for your review.

Again, thank you for your consideration of this matter.

Unisys Corporation
2049 Century Park East
Suite 310
Los Angeles, CA 90067
310-284-9690
310-284-9623 Fax

UNISYS
Imagine it. Done.

March 23, 2007

Honorable Los Angeles Board of Police Commissioners
150 N. Los Angeles Street,
Room 150
Los Angeles, CA 90012

Re: In-Car Video Proposals

Dear Honorable Commissioners:

As you know, we along with Panasonic Corporation, teamed up to present a proposal in response to the RFP for the LAPD Digital In-Car Video System (DICVS) Project.

We know how important this program is to the LAPD and the City as well as the importance of implementing this program soon. We have been very excited about proposing what we think is the best solution for the LAPD in-car video program. We even included as an option in our proposal the ability to seamlessly transfer key, bookmarked video from the Panasonic system into EMC's Documentum software that is currently being implemented as part of the LAPD Virtual Case File System that ties into the TEAMS II Project. This software interface was designed by the Unisys team to directly add the visibility and traceability necessary to better achieve compliance to the Consent Decree. We have proposed proven technology, supported by major companies that will offer the widest field of vision, the best storage, most-effective video management, all in a very easy-to-use, reliable package that is the lowest in overall Total Cost of Ownership (TCO).

We were always led to believe this is what LAPD wanted...not a scaled down version that was not all-inclusive in cost to the City such as IBM's proposal. Based on the language of the RFP, the repeated references to disc storage and the confirmation of an available, online storage requirement during the tour of the MCDC at the pre-proposal meeting on September 12, 2006, we submitted an all-inclusive, state-of-the-art storage and download, wide field-of-vision solution. After supplying LAPD with options (mid-December, 2006) on how to stage or spread out the purchase of storage over time to reduce the initial cost of this first phase, we asked the Department if we should provide a quotation package for a scaled-down storage scenario, as opposed to what the RFP was requiring. We received no request to do so. (Please see the attached e-mail.)

Furthermore, re the issue of installation and the associated costs to install the video equipment into the LAPD patrol vehicles, we were asked during the course of our oral presentation on December 11, 2006, if we could offer an alternative proposal to reflect training City of Los Angeles personnel to install our solution into LAPD vehicles rather

than providing that service ourselves. Our response was affirmative and we responded at that time during that discussion that we needed LAPD to request from us specifically what they required in writing and that we would then provide a modified pricing proposal. That request was not received by us.

Consequently, we question the fairness of one bidder, IBM, to be allowed to provide a different solution than set-forth in the RFP.

In addition to the above, we respectfully request that you consider the following points in making your evaluation:

1. IBM's Bid

- a. **What does it include?** There is a vast price disparity between IBM and the other leading bidders. It is incomprehensible to believe that the City will be getting an all-inclusive package with IBM, or that there has been an "apples-to-apples" comparison with the other bidders. At Tuesday's Commission meeting, it was stated, for example, that IBM's bid does not include installation... ours does.
- b. **Will the City be incurring additional unknown costs if it chooses IBM?**
- c. **Anticipated Issues** - If you do elect to award the contract to IBM, it certainly would be in the City's best interest to have an air-tight contract describing everything that is and is not included so you will know what the real cost to the City will and will not be subject to:
 1. Ongoing change orders
 2. Supplemental funding requests
 3. Reduction in scope of project
 4. Project delays due to technical and/or financial constraints

2. References

- a. **IBM/Coban** - Why were only IBM's and Coban's references contacted and reviewed and not a broader investigation with agencies that had not chosen Coban? Wouldn't a reference check with Unisys/Panasonic uncover why agencies, especially larger agencies, had chosen not to select Coban?
- b. **Large Cities** - Why not contact cities like Seattle and Chicago where Coban had been installed and tested but failed to perform?

3. Storage

An important test that was not conducted during the RFP process was the video storage to an enterprise server that will store the data for the longer term. The process of storing the video and the ease & effort of accessing this important piece of information at a later date is critical to the success of this project. The ability of the various solutions in this respect and the costs of doing so should be factored into deciding the merits of the various solutions.

Tape storage, as provided in the IBM solution, is not an online solution. It is an offline solution that requires personnel to manage and move tape based on manual requests that are placed to access data stored on them. The assertions that video data evidence germane to a specific case would usually be required within the first few days of the incident does not correlate to the average time it takes for a case to be heard or go to trial. Months later an attorney for either a victim or suspect will want to have access to the "raw" video data associated with that incident. Multiply that by the number of ongoing criminal cases and law suits and access to archived storage will be frequent, and if it's offline, that access will be costly.

4. Field of Vision

Panasonic provides a 50% wider field of vision than the IBM/Coban solution. Panasonic far exceeds the minimum while IBM/Coban just achieves the minimum.

The Panasonic Arbitrator in-car camera solution was designed and manufactured specifically for law enforcement. Panasonic conducts law enforcement advisory councils made up of approximately 100 law enforcement representatives from multiple agencies across the country. The most desired features they requested consisted of a camera with a wide viewing angle and a means for the officer to verify if he or she is in the video frame.

The Advisory Council concluded that traffic stops requiring the officer to remove a citizen from the vehicle for a search or a sobriety test need to be conducted with the citizen's safety in mind as well as their own. In the event an officer needs to remove occupants from a vehicle, our wide angle lens allows officers to place the citizen(s) farther off the road way, thus reducing the chance being injured. Unfortunately, we are all too aware of officers being injured or killed by inattentive drivers colliding with police vehicles while on routine traffic stops or conducting field interviews outside of the vehicle during these stops.

With a wide angles lens officers are able to move themselves and citizens farther off the roadway thus reducing the risk to citizens and our law enforcement personnel, while still being able to record the event. Approximately 146 officers were struck by vehicles between 1999 and 2006 nationwide. January 1, 2007 a new "Move Over, slow down law" went into effect in California. "This bill is about promoting highway safety, plain and simple," Sen. Joe Simitian, D-Palo Alto said in a written statement. "I hope that it will put a stop to the senseless deaths of police officers, tow truck drivers, paramedics, and other emergency personnel who are simply helping stranded motorists." During the past five years, a dozen police and state road workers have been killed along California roads, the *Mercury News* reported.

Panasonic was asked by law enforcement to build a camera that offered greater viewing angle and Panasonic responded by developing the Arbitrator camera. This 68.4 degree viewing angle provides a 27 foot field of vision at 20 feet from the cameras lens (A 40 degree camera viewing angle offers approximately 16 feet from the same distance). In addition a record tally light was designed as a visual way for the officer to ensure they are still in the cameras viewing angle without having to leave the video frame. This enables

the officer to escort the citizen safely to the side of the road while maintaining the video capture evidence in accordance with the LAPD Consent Decree.

In addition to traffic stops, the wide angle lens provides significantly better video capture of intersections allowing more conclusive capture of a vehicle running a red light or collision in the intersection. (Please see attached e-mail from North Dakota State Patrol.)

5. Best and Final Approach

With respect to the RFP process and evaluation, clearly the disparity in the costs that were submitted by the competing vendors should have been viewed as a large disparity with the corresponding solutions that were submitted for evaluation. How was it that the Department was able to draw a clear comparison and evaluation of the proposals submitted if the solutions were not "apples to apples"? The process was allowed to continue to a recommendation stage when these issues could have been mitigated by an additional step or two that could have included vendor confidential discussions followed by a Best and Final offer phase. An addendum issued to the four (4) vendor finalists to the RFP process would have accomplished this requirement. The RFP, page 27, Section 8.1 states: "After receipt of a proposal, but prior to award of any contract, the City, at its sole discretion, may require any or all Proposers to submit additional information and/or to meet in person with City personnel". It would seem that this step could have provided a more competitive pricing outcome and certainly better synchronized the solutions that were being sought. How was it that IBM's bid price is so significantly lower than even the next highest bidder?

6. Total Cost of Ownership

The total costs of implementing the Digital In-Car Video System must include an analysis of several areas that the LAPD will face when implementing and making operational the system proposed. They include the cost of managing and administering the "off-line storage" component, the installation, implementation and maintenance of the camera and related equipment in the car if the LAPD chooses to retain these responsibilities and the management costs of becoming the Systems Integrator for a less than complete solution.

Off-line Storage:

The costs to administer an off-line storage solution for the video files will require additional personnel time to catalog and manage the storage of the video files and certainly then the process of identifying which files need to be retrieved when requested for analysis. As the system becomes fully implemented, these costs could grow logarithmically and potentially require additional personnel. As was stated in the RFP, an on-line solution to the storage of the video files would eliminate these additional costs.

Installation & Implementation Costs:

It was suggested during the LAPD Police Commission hearing on March 20th, 2007 that the IBM solution would provide for the IBM team to do some of the initial camera and

in-car storage equipment with LAPD taking on the installation and maintenance of the remaining cars. Certainly there are costs involved for the LAPD with this approach. Were these costs taken into consideration when making a full comparison and evaluation of the solutions provided by the other proposers?

Finally, with respect to the implementation and operational phase of the IBM proposed solution, it would appear that this will require more hands-on effort by LAPD personnel with respect to its implementation and then its operation as suggested in the administration of the off-line storage. The costs associated with area could be significant as the overall management and oversight will be more of a burden to the LAPD personnel and management and these additional costs to LAPD should be included in the analysis of the solutions proposed to LAPD.

In consideration of the above issues we urge the Police Commission to not approve LAPD's recommendation of IBM for the Digital In-Car Video System project, and furthermore, to have the Police Commission to direct the LAPD conduct the following:

1. Re-evaluate the point system totals by adding a category for wider viewing angle
2. Re-calculate and re-evaluate the solutions by measuring the actual file sizes of recorded video in order to accurately determine storage requirements
3. Check Unisys references and contact both Seattle PD and Chicago PD to determine their experience with Coban
4. Implement a short but comprehensive testing period of 2 weeks to test both the Unisys/Panasonic system and the IBM/Coban system in uploading video data to 2nd tier, online storage
5. Concurrently with the above steps to open up discussions with Unisys to allow alternative pricing solutions for storage, installation and overall management services of the project
6. Report those findings back to the Police Commission on May 1, 2007.

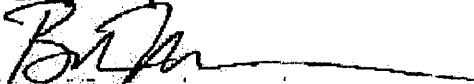
In summary, we want to thank you for taking these issues into consideration. We do not mean to be disruptive in any way, if we indeed were out-bid, we understand.

We just want to be sure there is an apples-to-apples comparison and that the City is sure it knows what it will be getting, what to expect in additional costs and the additional time taken to further evaluate this process will result in the best possible outcome for LAPD, the City of Los Angeles and its citizens.

Thank you for your consideration.

Best regards,

Unisys Corp.



Bob Mueller

Public Sector Manager, GOIS



400 N. Brand Blvd.
Glendale, CA 91203

October 22, 2007

Mrs. Nancy Cammarata
Los Angeles Police Department
250 East 1st Street, Room 1500
Los Angeles, CA 90012

Dear Mrs. Cammarata:

International Business Machines Corporation (IBM) and Coban Research and Technologies, Incorporated (Coban) is pleased to provide the LAPD with additional information in response to the points of concern and objections raised by Unisys in their letter to the Police Commission, dated March 23, 2007. The merit of Unisys' statements must ultimately be determined by members of the LAPD, Police Commission and City Attorney's office. We offer this information and points of clarification only in an effort to assist you in your response development process.

IBM and Coban have numerous Digital In Car Video implementations throughout the United States. We brought our combined project experiences and the observed preferences of the various Law Enforcement departments we have worked with and IACP Best Practices into the development of our proposal for LAPD. Those engagements and adherence to Best Practices have been translated into our approach to the design of the solution and implementation methodology as follows:

1. Understand the client's environment and propose a solution that meets customer's requirements and industry standards.
 - a. IBM and Coban Digital In Car Video Solutions have the features and capabilities to meet varying customer requirements. We carefully reviewed LAPD's requirements and specifications with our features and options when designing our solution. IBM's proposal is founded on state of the art technology, a *historically* accepted blend of IBM services, customer responsibilities and Digital In Car Video System Best Practices as identified by organizations such as IACP. **The IBM LAPD DICVS proposal is the most cost effective and technically viable solution available.**
2. Understand what Law Enforcement agencies are willing to do in house or prefer to do in house versus outsourcing to a vendor.
 - a. Police Departments, Sheriff Departments, State Police, etc. have multiple devices within their vehicles. These devices range from MDT's, to voice communications, to radar and GPS/AVL, each with their own installation, implementation and maintenance requirements. By necessity, law enforcement agencies either have personnel within their fleet management, communications or general service departments trained on the installation and often the maintenance of these devices.
 - b. Many Police Departments believe they can manage the installation and movement of these types of equipment at a lower cost than through a myriad of equipment vendors.

- c. Some Police Departments will not allow vendor representatives carte blanche access to their vehicles due to the critical nature of ALL the systems in these vehicles.
 - d. In the majority of systems we have implemented to date the customer has requested that we do the first several vehicle installations to provide their personnel with skills transfer and that they assume responsibility for the remainder of the installations in order to reinforce those skills.
3. IBM has a distinguished storage heritage. We understand the performance and capacity demands of varying retention periods - three (3) day retention, ninety (90) day retention and archival storage. We have found that the most cost effective storage solution for those retention requirements is via a tiered storage implementation utilizing different media. The 3 to 90 day requirements can be effectively deployed on disk but long term archival on disk can be very costly. That is why we proposed and included a fully automated Tape Library. Institutions across a range of industries that have massive long term storage requirements are using ATL's. The FBI, DOD and numerous PD, Sheriff and State Patrols employ tiered storage to cost effectively manage their storage intensive applications. And they do this without compromising access performance or introducing a layer of human intervention.
 4. IBM's proposals must go through a rigorous Quality Assurance process to ensure that our solution meets the RFP specifications. We do not over architect a solution because it introduces unnecessary cost. Our solution design will reflect a cost effective implementation of best practices and feature rich functions.

The points of contention raised by Unisys in their memorandum to the Police Commission (3/22/2007) are summarized below, followed by IBM's responses.

1. **IBM's bid:**
 - o **Unisys Contention: What does it include?** There is a vast price disparity between IBM and the other leading bidders. There is not an apples to apples comparison between the bids and that IBM's bid does not include installation
 - a. **IBM Response:** IBM's proposal provides a complete Digital In-Car Video System to support a 300 car requirement of the LAPD. **According to the IACP**, to fully take advantage of the benefits of In-Car video systems, it must include: 1) the ***In-Car equipment*** - video capture camera and processor; 2) ***transfer mechanisms*** to move the recorded images from the In-Car equipment to the distributed/centralized server/storage; 3) ***storage*** of the images for immediate, short term and archival retention periods; and 4) a strong ***Digital Video Management System*** to administer authorized access and viewing, retention policies, movement of data from short term to archival storage, incident cataloguing and analysis, and reporting.
 - i. IBM's proposal meets the requirements specified in the RFP. The negotiated IBM/LAPD Statement of Work includes a one to one correspondence between system requirements and proposed features, functions, and tasks to be performed for the implementation of IBM's DICVS for LAPD.

- ii. Our proposal includes a blend of IBM and LAPD personnel for installation, configuration and training for certain components of our solution. The joint staff participation in solution implementation facilitates skills transfer, keeps project costs within target and takes advantage of departmental or City resources whose charter traditionally include many of the proposed implementation activities (e.g., radio installation, networking, facilities preparation, etc.).
 - iii. IBM proposed installation for three (3) vehicles and skills transfer to City of Los Angeles personnel for the remainder of the three hundred (300) cruisers. This is consistent with what IBM and Coban have found through experience, and what other small to large police departments have requested to reduce overall solution costs and facilitate long term ability to install and move the In Car equipment as fleet resources change. IBM has also provided a supplemental quote to LAPD for installation of all three hundred (300) vehicles. LAPD has the choice of installation options.
- o **Unisys Contention: Will the city be incurring additional unknown costs if it chooses IBM?**
 - o **IBM Response:** The protest does not identify what these unknown costs are. We cannot speculate on what these costs may be. Again, the IBM proposal includes a full function DICVS that meets all RFP requirements with an appropriate blend of the services to implement the system.
 - o **Unisys Contention: Anticipated issues** – the City should have an air tight contract that describes everything that is and is not included so the City will know what the real cost to the City is and not be subjected to:
 - Ongoing change orders
 - Supplemental funding requests
 - Reduction in Scope of Project
 - Project delays due to technical or financial constraints
 - o **IBM Response:** IBM and the LAPD are **jointly** negotiating a contract and Statement of Work that addresses all aspects of the acquisition, implementation and maintenance of the in-car video solution.

2. References:

- o **Unisys Contention: IBM/Coban** – only contacted our references
- o **IBM Response:** It is not appropriate for IBM to comment on LAPD's reference checking process. Feedback we received from two of our references indicated that LAPD was thorough and asked insightful questions about the product and the solution implementation.
- o **Unisys Contention: Large Cities** – why not contact large cities like Seattle and Chicago where Coban has been installed and tested yet failed to perform
- o **IBM Response:** IBM supplied the City of Seattle as a reference. We are of the understanding that LAPD did contact the City of Seattle and they provided a positive report on the solution. IBM also contacted the City of Seattle the week of April 16th. The City staff confirmed that they are very satisfied with the solution and have ordered an additional 300 units as a clear statement of their acceptance of the system. IBM has provided the LAPD with a contact at the City of Chicago. They will state that they have just signed a 3-5 year contract to

implement Coban in all Chicago PD vehicles. We take that as a referendum on their support for our solution.

3. Storage:

- **Unisys Contention:** Did not test the transfer of video storage to enterprise server that will store the data for longer term. The process of storing the video data and ease & effort of accessing this important piece of information at a later date is critical to the success of the project. The ability of the various solutions in this respect and the costs of doing so should be factored into deciding the merits of the various solutions.
- **IBM Response:** The proposed IBM Coban tiered storage solution, using tape for long term and archival storage, is implemented at a reference site that LAPD visited. The operational procedures of this approach have been tested, incorporated into daily operations and are recognized as easy to administer and a cost effective strategy for their long term/archival storage requirements. The Automated Tape Library (ATL) is also a central element in their Business Continuity & Recovery Services (BCRS) process. No operational issues with this approach were communicated to LAPD during the site visit.
- The tape component of the IBM storage solution has been characterized as "offline" and requiring human intervention to administer the solution. This is a misrepresentation of how an Automated Tape Library works.
 - An ATL is near line storage – it is not offline. The recorded images on tape are available for viewing without human intervention.
 - There is a longer latency to viewing the requested recorded image than with disk while the automated robotic arm locates the requested tape, mounts it, and positions the head to the specific incident. Typical time to locate and mount the requested tape is 4-6 seconds. This does not require any additional effort or information on the viewer's part. They simply reference the recorded incident number and the system will locate it and mount it for viewing.
 - Again, this is relatively quick and is accomplished without LAPD personnel participation in the process. LAPD personnel do not catalog tapes, locate stored tapes, mount tapes or scan the tapes to get to the requested incident.
- Unisys made a reference to the file size of the IBM solution. The Coban system has the ability to record in three formats: 1) MPEG1; 2) MPEG2; and MPEG4. Although there are slight variations in the encoding compression algorithms, each of the different formats produce files of comparable sizes. MPEG1 creates about a 600MB file for each 1 hour of recording. MPEG2 creates about a 1200MB file for each 1 hour of recording. And the MPEG4 that Coban has implemented supports multiple bit rates of 400MB, or 600MB, or 800MB, or 1000MB and/or 1200MB files for each 1 hour of recording. Remember that the Coban recording also captures a robust set of data beyond the video image that facilitates search, incident, and trend analysis. The Coban MPEG4 Codec includes both Part 3 and Part 4 (visual and audio) standards which determine, for the most part, the compression of the digital encoding. And there is little variation between the various encoders with respect to file size based on those two standards. The recent MPEG4 Part 10 standard (i.e. H.264) would result in probably a 50% increase in file compression, but to the best of our knowledge no In Car video company has adopted a Codec that employs that to date. And that includes our competitors. Thus the file sizes between the various MPEG4 encodings should not be dramatically variant.

4. Field of Vision:

- **Unisys Contention:** Panasonic provides a 50% wider field of vision than the IBM/Coban solution. Panasonic far exceeds the minimum while IBM/Coban just achieves the minimum.
- **IBM Response:** The LAPD DICVS RFP specifications stated a minimum 40 degree viewing angle. This specification comes directly from the IACP Best Practices for In Car Video Systems. The IBM solution exceeds that specification by 15%. The Coban branded Sony camera that IBM includes in the proposal is the same camera we have deployed in numerous small, medium and large scale In Car implementations. These departments report that the camera provides a more than adequate viewing angle.
 - The TopCam Sony camera is programmable for auto zoom and reset after a specified time. This allows a degree of manipulation of the viewing angle to accommodate needs of the situation.
 - IBM and Coban will work with the LAPD on camera options as technology and departmental requirements dictate. But the camera as proposed does meet IACP Best Practice recommendations and the specifications of the RFP.
 - IBM and Coban have reports from other customers that have tested the camera with the wider field of vision that it has an overall poorer viewing quality.

5. Best and Final Approach:

- **Unisys Contention:** How was the Department able to draw a clear comparison and evaluation of the proposals submitted if there wasn't an apples to apples comparison. The Department could have requested additional information from the four (4) finalists to address the issues raised in the Unisys protest and to better understand the differing solutions. This would have provided the City with better synchronized solutions and a more competitively priced outcome.
- **IBM Response:** The LAPD identified in the RFP document the criteria and weighting value associated with each evaluation criterion: Adequacy of the Specified Wireless Network, Hardware and Software (40); Vendor Qualifications and Capabilities (30); Cost of the DICVS (20); and Compliance with RFP Requirements. Cost is not the sole or most heavily weighted criterion.
 - The RFP also states that it is the City's sole discretion to determine the need or desire for additional information, oral interviews or presentations from DICVS finalists.
 - A Best and Final Offer is not specified as a possible LAPD option in the RFP document. However, all vendors had opportunity at the Vendors' conference or in subsequent question submissions to request that a BAFO be included as part of the evaluation or selection process. This BAFO request comes after the fact and is akin to asking for the decision making process to be changed because the outcome was not to their liking.

6. Total Cost of Ownership:

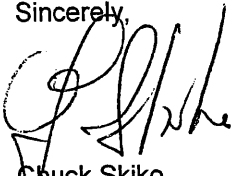
- **Unisys Contention:** Total costs of implementing a Digital In Car Video system must include an analysis of several areas that the LAPD will face when implementing and making operational the system proposed.

- Cost of managing and administering the “off-line” storage component.
 - Implementation, installation and maintenance of the cameras and other In Car equipment if the LAPD chooses to retain these responsibilities and management costs of becoming the Systems Integrator for a less than complete solution.
- **IBM Response:** IBM agrees that the Total Cost of implementing a Digital In Car Video system should include all the items identified by Unisys. Our responses below address the bulleted Unisys contentions.
- **Off-Line Storage:**
 - **Unisys Contention:** The costs to administer an off-line storage solution for the video files will require additional personnel time to catalog and manage the storage of the video files and certainly then the process of identifying which files need to be retrieved when requested for analysis.
 - **IBM Response:** IBM reiterates that the ATL is not off-line storage. All recorded images on tape are available for viewing without human intervention. The tape component of the IBM storage solution has been characterized as “offline” and requiring human intervention to administer the solution. This is a misrepresentation and inaccurate portrayal of how an Automated Tape Library works.
 - The IBM proposal is for a fully automated Tape library that will support the initial two (2) year video storage specification. And it has the capability to be expanded to support the longer range three (3) Petabytes requirement.
 - IBM proposed a scalable solution that allows LAPD to grow as needed, not to front load the storage systems for eventual needs. This will allow LAPD to determine their video retention policies and archive rules over time based on their specific experiences.
 - The costs of operating the automated tape library from a total cost of ownership perspective have proven to be less than an equivalent amount of spinning disk (i.e., floor space, electricity and cooling). Thereby saving the LAPD in operational costs over the life of the system.
 - The initial insertion of the tape medium into the library frames is a physical act. But the routine loading of the tapes from the frames to the drives is automated and requires no manual intervention. Tapes that are removed from the ATL to offsite storage, based on LAPD retention or disaster recovery requirements and policies, will also require human intervention. But that is not a day to day operation. There are of course, standard IT system administrative activities (e.g., updates and upgrades to software, microcode, and drivers, modifying transfer parameters, etc.). But these administrative actions are part and parcel to any IT system. There are no additional personnel costs associated with the day to day operations of the ATL versus a disk storage system. The periodic system administrative activities as identified above will be required for both types of storage implementations.
- **Installation and Implementation Costs:**

- **Unisys Contention:** IBM proposal included installation and maintenance of some of the initial cars with the LAPD doing the remainder. Certainly there are costs to the LAPD for taking this approach. Were these costs taken into consideration when making a full comparison and evaluation of the solutions provide by the other proposers.
- **IBM Response:** IBM clearly articulated our approach to the In-Car equipment installation. It is based on an approach requested by a majority of and approved by our other Law Enforcement implementations. We have also provided LAPD the supplemental cost for IBM/Coban installing all 300 cars. However we believe our proposed implementation, with an emphasis on skills transfer, to be the most cost effective and efficient throughout the life cycle of the In Car equipment.
- **Unisys Contention:** Finally, with respect to the implementation and operational phase of the IBM proposed solution, it would appear that this will require more hands on effort by LAPD personnel with respect to its implementation and then operation as suggested in the administration of the off-line storage.
- **IBM Response:** IBM again must reiterate that the ATL is near line storage not offline. This continues to be a misrepresentation of how an Automated Tape Library works. And based on our experiences with similar implementations, IBM is not aware of other unidentified operational costs associated with our solution. As this system is IT based, there will be system administration functions that will need to be performed as well as system maintenance by LAPD personnel. These functions should be similar for all solutions considered.

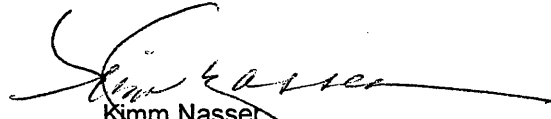
IBM and Coban are confident that our proposed solution is comprehensive, cost effective, and will meet all requirements specified in the LAPD DICVS RFP. Our team is available to discuss any and all of our responses at your request.

Sincerely,



Chuck Skiko
IBM, Client Executive

310-350-0562



Kimm Nasser
IBM Global Services, ITSM

818-335-6032

PROFESSIONAL SERVICES AGREEMENT

**Contractor: INTERNATIONAL BUSINESS MACHINES
CORPORATION**

Title: Digital In-Car Video System

City Contract No. _____

TABLE OF CONTENTS

<u>Section Number and Name</u>	<u>Page</u>
SECTION 1	1
INTRODUCTION	1
§101. Parties to the Agreement	1
§102. Representatives of the Parties and Service of Notices	2
SECTION 2	3
DEFINITIONS	3
SECTION 3	5
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED	5
§301. Term of Agreement	5
§302. Statement of Work to be Performed	5
§303. Final System Acceptance and Approval	6
§304. City Use of Deliverables	7
§305. Survival of Provisions	8
SECTION 4	8
PERSONNEL	8
§401. Key Personnel	8
§402. Subcontractors	9
§403. Reference Checks	9
SECTION 5	9
ACCESS TO CITY FACILITIES	9
§501. Access To City Facilities	9
SECTION 6	10
COMPENSATION AND METHOD OF PAYMENT	10
§601. Compensation and Method of Payment	10
§602. Milestone and Payment Schedule	11
§603. Invoices	12
SECTION 7	12
STANDARD PROVISIONS	12
§701. Standard Provisions for City Contracts	12
§702. Federal, State and Local Taxes	12
§703. Prohibition Against Assignment or Delegation	12
§704. Permits	12
§705. Retention of Records, Audit and Reports	13
§706. Intellectual Property Infringement Claims by Third Party	13
§707. Intellectual Property Ownership and Ownership of Documents	15
§708. Public Records Act Indemnification	16
§709. Limitation on Liability	16

TABLE OF CONTENTS

<u>Section Number and Name</u>	<u>Page</u>
SECTION 8	19
WARRANTIES.....	19
§801. Services Warranty.....	19
§802. Year 2000 Compliance	19
§803. Antivirus Warranty.....	19
§804. Acquisition of Hardware	19
§805. System Warranty	23
§806. Third Party Warranties	23
§807. Survival of Provisions.....	24
§808. Disclaimer	24
SECTION 9	24
DEFAULTS, SUSPENSION, AND TERMINATION	24
§901. Suspension	24
§902. Termination For Convenience.....	24
§903. Termination for Cause	25
§904. Notices of Suspension or Termination	25
SECTION 10	25
AMENDMENTS AND CHANGE REQUESTS	25
§1001. Amendments	25
§1002. Change Requests.....	26
SECTION 11	28
SUCCESSORS AND ASSIGNS.....	28
§1101. Contractor's Successors and Assigns	28
§1102. Survival of Provisions	28
SECTION 12	28
DISPUTES.....	28
§1201. Disputes	28
SECTION 13	29
CONFIDENTIALITY.....	29
§1301. Confidentiality of Department Information	29
SECTION 14	29
USE TAX – POINT OF SALE	29
§1401. Required Permit	29
SECTION 15	30
ENTIRE AGREEMENT	30
§1501. Complete Agreement	30
§1502. Number of Originals and Exhibits	30

TABLE OF CONTENTS

<u>Section Number and Name</u>	<u>Page</u>
EXHIBIT A	32
STATEMENT OF WORK	32
EXHIBIT B	33
STANDARD PROVISIONS FOR CITY CONTRACTS	33
EXHIBIT C	18
LIST OF KEY CONTRACTOR PERSONNEL	18
EXHIBIT D	20
MILESTONE AND PAYMENT SCHEDULE	20
EXHIBIT E	21
CONTRACTOR'S LABOR RATES	21
EXHIBIT F	23
IBM INTERNATIONAL PROGRAM LICENSE AGREEMENT	23
EXHIBIT G	24
IBM PASSPORT ADVANTAGE AGREEMENT	24

AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
INTERNATIONAL BUSINESS MACHINES CORPORATION

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and International Business Machines (IBM) Corporation, hereinafter called "Contractor."

RECITALS

WHEREAS, LAPD has a desire to install a Digital In-Car Video System (DICVS) in LAPD vehicles to record arrests, public contacts, traffic stops, traffic collisions, pursuits, and other law enforcement activities; and

WHEREAS, Contractor submitted a proposal in response to Department's August 25, 2006 Request for Proposals; and

WHEREAS, City evaluated all of the responses submitted to said RFP and found that the Contractor's proposal was the most advantageous to the City; and

WHEREAS, City wishes to contract with Contractor to provide a Digital In-Car Video System and professional services to integrate the System into the LAPD's infrastructure; and

WHEREAS, The Board of Police Commissioners approved, on _____, 2007, the recommendation by staff of the selection of Contractor; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

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

**SECTION 1
INTRODUCTION**

§101. Parties to the Agreement

The parties to this Agreement are:

- A. City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department having its principal office at 150 North Los Angeles Street, Los Angeles, California 90012.
- B. Contractor, IBM Corporation, a New York corporation, having its principal office at New Orchard Road, Armonk, New York, 10504.

§102. Representatives of the Parties and Service of Notices

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

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

William J. Bratton, Chief of Police
Los Angeles Police Department
150 North Los Angeles Street, Room 619
Los Angeles, CA 90012

With copies to:

Tim Riley, Chief Information Officer
Los Angeles Police Department
250 East 1st Street, Room 1500
Los Angeles, CA 90012
(213) 847-3836

And:

Commander Kirk Albanese, Assistant to the Director
Office of Operations
Los Angeles Police Department
150 North Los Angeles Street, Room 639
Los Angeles, CA 90012
(213) 847-1998

- 2. The representatives of Contractor shall be:

Chuck Skiko, Client Executive
IBM Sales and Distribution
879 West 190th Street
Gardena, CA 90248
(310) 350-0562

And:

Kimm Nasser
400 North Brand Boulevard
Glendale, CA 91203
(818) 335-6032

With copies to:

IBM Western Region Legal Counsel
425 Market Street
San Francisco, CA 94105-2406

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

SECTION 2 DEFINITIONS

- A) **Customer-set-up Hardware** is Contractor Hardware that City installs according to Contractor's instructions.
- B) **Date of Installation** means:
 - 1. for Contractor Hardware that Contractor is responsible for installing, the business day after the day Contractor installs it or,
 - 2. if City defers installation, makes it available to City for subsequent installation by Contractor.
- C) **Enterprise** is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the Enterprise located in the United States.
- D) **Licensed Internal Code** (called "LIC") is Machine Code used by certain Hardware Contractor that specifies (called "Specific Machines").
- E) **Hardware** is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Hardware" includes Contractor Hardware and any non-Contractor Hardware (including other equipment) that Contractor may provide to City. For the purposes of this

Agreement and all associated documents, the terms "Hardware" and "Machine" shall be synonymous.

- F) **Machine Code** is microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with Contractor Hardware.
- G) **Deliverables** are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to City as part of a Service. The term "Deliverables" does not include Machine Code, or LIC. For the purposes of this Agreement, the terms "Deliverables" and "Materials" shall be considered synonymous.
- H) **Non-Contractor Program** is a program licensed under a separate third party license agreement.
- I) **Service** is performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as access to an information database) Contractor makes available to City under this Agreement.
- J) **Specifications** is a document that provides information specific to a product. Contractor provides Contractor Hardware's Specifications in a document entitled "Official Published Specifications".
- K) **Type I Materials** are those, created during the Service performance period, in which City will have all right, title and interest (including ownership of copyright). Contractor will retain one copy of the Deliverables. City grants Contractor 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on, Type I Materials and 2) the right to authorize others to do any of the former.
- L) **Type II Materials** are those created during the Service performance period or otherwise (such as those that preexist the Service), in which Contractor or third parties have all right, title, and interest (including ownership of copyright). Contractor will deliver one copy of the specified Deliverables to City. Contractor grants City an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within the City's Enterprise only, copies of Type II Materials.
- M) **Type III Materials** are those created during the Service performance period, in which City will have all right, title and interest (including ownership of copyright). Contractor will retain one copy of the Deliverables.

SECTION 3
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

§301. Term of Agreement

The term of this Agreement shall commence upon execution by all parties to the Agreement and end three (3) years thereafter, with City having the option to renew for two (2) additional one-year periods, subject to the termination provisions herein.

§302. Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in **Exhibit A**, Statement of Work (SOW), which is attached hereto and incorporated herein by this reference.
- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in withholding compensation for such Deliverable(s) pursuant to Section 6, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Exhibits.
- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 10, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Project Change Authorization order issued, whichever is appropriate, to include the additional work and payment therefor.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 10, Amendments and Change Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

- F. Contractor's commercially available software shall be licensed and maintained under the terms and conditions of the IBM International Program License Agreement and the IBM International Passport Advantage Agreement, respectively, which are attached hereto as **Exhibit F** and **Exhibit G** and incorporated herein by this reference.
- G. In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:
- 1) This Agreement between the City of Los Angeles and International Business Machines Corporation (excluding exhibits except as set forth herein), including:
 - Exhibit F** (IBM International Program License Agreement) and
 - Exhibit G** (IBM Passport Advantage Agreement)
 - 2) Standard Provisions and their Exhibits
 - 3) **Exhibit A**, Statement of Work, including the following exhibits to this Agreement:
 - Exhibit C** (List of Key Contractor Personnel),
 - Exhibit D** (Milestone and Payment Schedule), and
 - Exhibit E** (Contractor's Labor Rates)

§303. Final System Acceptance and Approval

- A. Upon installation and completion by Contractor of all tasks, Services and Deliverables set forth in this Agreement, including **Exhibit A**, Statement of Work, all amounts withheld for DICVS Deliverables shall be paid to Contractor within forty-five (45) calendar days after City's issuance of a written Notice of Final System Acceptance of the DICVS. The Notice of Final System Acceptance of the DICVS shall be issued by City in accordance with this Section and after the Contractor has met the requirements for System completion established in Section 303(B) below. City's review of the System's acceptability shall include, but is not limited to:
1. Reviewing the Deliverables for completeness and comprehensiveness and assuring that the Deliverables adequately meets City's needs.
 2. Testing and accepting or rejecting the system, confirming that the system meets the requirements as specified in **Exhibit A**, Statement of Work, of this Agreement.

- B. Upon completion of for the DICVS, Contractor must provide City with a Notice of System Completion for the DICVS, certifying that:
1. Contractor has completed all work as set forth in this Agreement, including all Exhibits, related to the completed System, with the exception of System Warranty and System Maintenance and Support Services required pursuant to this Agreement;
 2. Contractor has provided Deliverables to City that meet the requirements set forth in this Agreement and **Exhibit A**, the Statement of Work, for the System which Contractor seeks Final System Acceptance; and
 3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- C. City shall issue either a Notice of Final System Acceptance or a Notice of System Rejection within fifteen (15) business days after receipt of Contractor's Notice of System Completion. If City has issued a Notice of Final System Acceptance to Contractor, it shall constitute formal acceptance of all of Contractor's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, City shall issue within the same fifteen (15) day period, a Notice of System Rejection specifying the reasons for such rejection. City and Contractor shall meet immediately, but in no event later than ten (10) business days after receipt by Contractor of the Notice of System Rejection, to discuss said Notice. Contractor shall develop and have available at this meeting, a detailed plan identifying the specific actions to be taken by Contractor to address the issue(s) identified in the Notice of System Rejection.

If the City and the Contractor cannot agree on the resolution of issues necessary for issuance of the Notice of Final System Acceptance, such differences shall be resolved in accordance with Section 12, Disputes, of this Agreement.

§304. City Use of Deliverables

If City determines that a Deliverable, or any part thereof, requires correction prior to Final System Acceptance, City has the absolute right to use the Deliverable until such time as Contractor can remedy the identified deficiency, including but not limited to placing the DICVS in a production environment or otherwise use the Deliverable in connection with the LAPD's conduct of its business.

§305. Survival of Provisions

The provisions of Section 3 shall survive termination of this Agreement.

SECTION 4 PERSONNEL

§401. Key Personnel

A. Project Manager

Contractor shall assign a full-time project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Digital In-Car Video System.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with Section 302, Statement of Work to be performed.

C. Identification of Key Personnel

Key Contractor personnel to be assigned to this Agreement are identified in **Exhibit C**, List of Key Contractor Personnel, which is attached hereto and incorporated herein by this reference. Key Contractor personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

City considers the services of Contractor's key personnel listed in **Exhibit C**, List of Key Contractor Personnel, essential to Contractor's performance under this Agreement. Contractor shall not reassign any key personnel without City's prior written consent. City shall have the right to approve or disapprove the reassignment of Contractor key personnel listed in **Exhibit C** for any reason at its sole discretion. Notwithstanding the above, City's consent for removal/reassignment of Contractor's Key Personnel shall not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

D. Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

§402. Subcontractors

A. Subcontracts/Joint Participation Agreements

With prior written approval of Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and Department or any obligation on the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

B. Provisions Bind on Subcontracts

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

§403. Reference Checks

To the extent permitted by applicable law, the City may conduct reference checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct reference checks. The City may request changes to Contractor personnel pursuant to Section 4 of this Agreement in response to reference check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any reference checks confidential in accordance with the provisions of Section 13, as permitted by applicable law.

SECTION 5 ACCESS TO CITY FACILITIES

§501. Access To City Facilities

City shall provide Contractor access to City facilities and personnel during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. City generally recognizes all State of California and National holidays.

In instances where Contractor requires access to City facilities and personnel during off-hours, Contractor shall provide City with forty-eight (48) hours notice

prior to each requested access. Each such request shall be subject to approval by City.

Subject to availability and the discretion of City, City will provide the following for the Contractor project team while the Contractor project team is working on City premises:

Suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to City (LAPD) employees.

If City makes software, hardware, networks or other resources available to Contractor, City is responsible for obtaining any licenses or approvals related to such resources that may be necessary for Contractor or its subcontractors to perform the Services, including the development of any Deliverables. Contractor will be relieved of its obligations to the extent City's failure to promptly obtain such licenses or approvals adversely affect Contractor's ability to perform its obligations.

SECTION 6 COMPENSATION AND METHOD OF PAYMENT

§601. Compensation and Method of Payment

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Five Million Four Hundred Seventy-Nine Thousand Two Hundred Seventy-One Dollars (\$5,479,271), including state and local taxes. The foregoing payment represents the total compensation to be paid by City to Contractor for Services to be performed as designated in this Agreement.
- B. A statement detailing the work completed for the billing period must accompany each invoice. Funds shall not be released until City has accepted and approved the Services performed/Deliverables received according to the processes set forth in **Exhibit A**, the Statement of Work, for each invoice period. The payments to Contractor shall thereafter be made upon submission of detailed invoices as follows:
 - 1. An original invoice, on Contractor's letterhead and signed by the Project Manager and/or Fiscal Manager for Contractor shall be delivered to the authorized representative for City within fifteen (15) calendar days after acceptance of each Milestone listed in **Exhibit D**, Milestone and Payment Schedule, in accordance with the Appendix D (Deliverables Acceptance Procedure) to **Exhibit A**, Statement of Work. Contractor must include the following information on each invoice:

- a. Date of invoice
 - b. Invoice number
 - c. Agreement number
 - d. Date and description of equipment and services provided
 - e. Amount of invoice
 - f. Taxes
2. Invoices will be submitted in accordance with the schedule set forth in **Exhibit D** (Milestone and Payment Schedule and are due upon receipt. City payments to Contractor shall be paid within 30 days after receipt by City; provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice, or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval. City shall pay all undisputed portions of invoices in accordance with this Section.
- C. Contractor must notify Department within five (5) days when eighty percent (80%) of the maximum compensation has been reached.
- D. Ten percent (10%) of the compensation for Services shall be withheld by City until City has issued its Notice of Final System Acceptance under Section 303 of this Agreement.
- E. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement, and City's obligations hereunder, is limited to the amount stated in Section 601(A). If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods or equipment, and City shall not pay for any Services, goods or equipment provided in excess of the funds appropriated by City for this Agreement.
- F. The prices reflected in **Exhibit D**, Milestone and Payment Schedule, include any applicable discounts afforded the City.

§602. Milestone and Payment Schedule

The Milestone and Payment Schedule is attached as **Exhibit D** and incorporated herein by this reference.

§603. Invoices

Invoices shall be submitted to:

Tim Riley, Chief Information Officer
Los Angeles Police Department
250 East 1st Street, Room 1500
Los Angeles, CA 90012

SECTION 7 STANDARD PROVISIONS

§701. Standard Provisions for City Contracts

Contractor shall comply with the *Standard Provisions for City Contracts (Revised 10/03)* which are attached hereto as **Exhibit B**, and incorporated herein by this reference.

The words "Contract" and "Agreement" may be used interchangeably throughout this document, but in all instances shall mean this Agreement.

§702. Federal, State and Local Taxes

Withholding and payment of Federal, State and local taxes as pertains to Contractor's employees wages shall be the responsibility of Contractor as an independent Contractor and not as a City employee.

§703. Prohibition Against Assignment or Delegation

Neither party may assign this Contract, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempt to assign without consent is void. The assignment of this Contract, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. Contractor may assign its rights to payments without obtaining City's consent. It is not considered an assignment for Contractor to divest a portion of its business in a manner that similarly affects all of its customers. Contractor acknowledges that an assignment without City's consent may result in a delay in processing invoices for payment.

§704. Permits

The Contractor and its officers, agents and employees shall obtain and maintain all State or City issued licenses, permits, certifications and other documents necessary for the Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any

suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

§705. Retention of Records, Audit and Reports

Contractor shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form. These records shall be retained for a period of no less than three years following final payment made by the City hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by a mutually agreed to third party at any time during the term of this Contract or within the three years following the final payment made by the City hereunder or the termination date of this Contract, whichever occurs last. Nothing contained herein shall allow the City or any of its authorized representative's access to Contractor's cost or pricing methodologies, overheads, profit margins, employee records or internal audit results and all records and information provided pursuant to this paragraph shall be subject to the terms of Section 1301.

§706. Intellectual Property Infringement Claims by Third Party

- A. Intellectual Property Rights Warranties: Contractor represents and warrants that in performing its obligations under this Agreement, Contractor and its subcontractors have all requisite rights to use and shall not infringe in any way upon any third party's patents, copyrights, trademarks, and trade secrets ("Intellectual Property"); provided, however, that City's sole and exclusive remedy for breach of this warranty shall be the indemnity in the following Sections 706(B – E).

- B. Indemnification Against Third Party Infringement Claims: For purposes of this Section 706, "Product" shall mean Materials or Deliverables, Hardware, Machine Code and Licensed Internal Code. Contractor shall defend, indemnify and hold harmless, at its own expense, any infringement claim, demand, suit or action ("Action" hereinafter) by a third party against City, its officers, directors, agents, employees, and affiliates for any infringement of such third party's copyright, patent or trademark, or misappropriation of such third party's trade secret, attributable to any Product provided by Contractor under this Agreement. Contractor also must indemnify and hold harmless City and pay any loss, cost, expense, liability, or damages finally awarded (through and including any and all appeals), including but not limited to reasonable attorney's fees, expert fees, and other costs of litigation against City or payable in a settlement approved by Contractor as a consequence of such Action. The defense, indemnification, hold harmless obligation and payments described herein are conditioned on the following:
 - 1. That Contractor shall be promptly notified in writing by City following its receipt of any such claim;

2. That Contractor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

The provisions in this section are in addition to any other indemnification or relief available under this Agreement and shall survive termination or expiration of this Agreement. Contractor shall transfer to City any indemnity provided directly to Contractor by a supplier or licensor of Contractor with respect to any of the third party hardware, software, firmware, equipment, device, instrumentation, or matter used or delivered under this Agreement ("Third Party Licensed Products"), to the extent such indemnity is assignable under applicable law and agreements between Contractor and such suppliers or licensors.

- C. Responsibility Regarding Continuing Infringement: In the event that an injunction or order is issued by a court of competent jurisdiction against City's use of any Product resulting from an infringement Action to which Contractor's defense and indemnity duties apply, OR if in Contractor's opinion any Product is likely to become the subject of an infringement Action by a third party; Contractor shall, at its own expense and at City's option, (i) procure for City's benefit the right to continue using the Product; or (ii) replace or modify the Product so that it becomes non-infringing unless any such modification or replacement would adversely affect the specifications for the Product or its use by City. If Contractor proves to City's satisfaction that neither option (i) nor (ii) is commercially feasible and City consents to a termination of the license for the corresponding Product, Contractor may then terminate the license thereto with a full refund of the purchase price for the Product, including but not limited to any license fees. Such refund shall relieve Contractor's responsibility under this sub-paragraph regarding continuing infringement only.
- D. Contractor shall have no liability to City under any provision of this clause with respect to any Action that is based on: 1) anything provided by the City or a third party on the City's behalf that is incorporated into the Product(s) or Contractor's compliance with any designs, specifications, or instructions provided by the City or a third party on City's behalf; 2) modification of the Product(s) by the City or a third party on the City's behalf, unless such modification is made pursuant to a written agreement between the parties, and only if the infringement would not have occurred were it not for such modification; 3) the unauthorized use or combination of the Product(s) with any product, software, method, process or data not supplied by Contractor as part of the System, if the infringement would not have occurred were it not for such combination, operation or use; or 4) the distribution, operation or use of the Product to or by an entity or organization other than the City or its agencies, provided, however, that this exclusion shall not apply to any demonstration by City or its agencies of the Product installed in vehicles by Contractor.

- E. This Section 706 shall survive the expiration or other termination of this Agreement with respect to acts or events occurring prior to termination of this Agreement. Sections 706(B – C) constitute Contractor's entire obligations and City's exclusive remedy regarding any claim of infringement.

§707. Intellectual Property Ownership and Ownership of Documents

- A. **Exhibit A**, the Statement of Work specifies whether the Materials to be delivered are "Type I Materials", "Type II Materials", or "Type III Materials"). The ownership and license rights for such Materials are as provided for in the Definitions section of this Agreement (Section 2). The parties agree that Type I and Type III Materials shall be "works made for hire." In the event that it should be determined that any of the Type I or Type III Materials do not qualify as works made for hire under applicable law, Contractor shall and hereby does assign to City for no additional consideration the ownership of the copyright in such Materials to city and shall execute any documents reasonably necessary to allow City to perfect or record its copyright ownership.
- B. The Materials may contain materials and intellectual property Contractor or others previously or independently developed, patented or copyrights and not developed hereunder ("Pre-existing Materials"). To the extent necessary for City to use and exercise its right, title and interest in the Materials, if they contain Pre-existing Materials, Contractor hereby grants City an irrevocable, perpetual, world-wide royalty-free license to use, copy, modify, distribute, publicly display, publicly perform, import, manufacture, have made, sell, and offer to sell such Pre-existing Materials embedded in the Materials. Nothing herein shall grant City the right to use Pre-existing Materials separate and apart from the Materials. Contractor grants City an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally)
- C. Each party grants only the licenses and rights specified in this Agreement and **Exhibit A**, Statement of Work. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.
- D. Contractor or its suppliers will retain ownership of the copyright in any of Contractor's or its suppliers' works that pre-exist or were developed outside of **Exhibit A**, the Statement of Work and any modifications or enhancements of them that may be made under **Exhibit A**. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate license provided to City, if any, or otherwise as Type II Materials.

- E. Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§708. Public Records Act Indemnification

- A. In the event that a document has been identified by Contractor as confidential or containing information relating to a trade secret, and a request for such document is made pursuant to the State of California Public Records Act (California Government Code section 6250 et seq.), City shall notify Contractor in writing of the pending request and if statutory time constraints permit allow Contractor a limited amount of time to reconsider the confidential/trade secret status of the document or possibly redact certain portions of the document which may not be considered to be public records. City's notification shall be in writing; an e-mailed or facsimile transmitted notification shall be sufficient. Contractor acknowledges that time is of the essence in responding to such requests for public records; typically, a response must be made within ten (10) calendar days of the receipt of the request. Notification by City of a pending request shall trigger the indemnification by Contractor as described in the following paragraph.
- B. Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose trade secrets or other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Contractor's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Contractor's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Contractor of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

§709. Limitation on Liability

- A. Circumstances may arise where, because of a default on Contractor's part or other liability, City is entitled to recover damages from Contractor. In each such instance regardless of the basis on which City is entitled to claim damages from Contractor (including fundamental breach, negligence,

misrepresentation, or other contract or tort claim) Contractor is liable for no more than:

1. 1X the total contract amount (\$5,479,271) (or if the subject of the claim relates to Contractor Services or products invoiced on a recurring charge basis, 12 months charges will apply);
2. Damages for bodily injury (including death), and damage to real property and tangible personal property for which Contractor is legally liable; and
3. Contractor's indemnification obligations set forth in the Agreement §707 – Intellectual Property Infringement Claims by Third Party, Agreement §709 – Public Records Act Indemnification, and Standard Provisions for City Contracts PSC-17 - Indemnification.

This limit also applies to any of Contractor's subcontractors. It is the maximum for which Contractor and its subcontractors are collectively responsible.

Under no circumstances is Contractor or its subcontractors liable for any of the following even if informed of their possibility: 1) loss of, or damage to, data; 2) special, incidental, exemplary, or indirect damages or for any economic consequential damages; or 3) lost profits, business, revenue, goodwill, or anticipated savings.

- B. City is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data. City is responsible for maintaining City's own procedures for the reconstruction or recovery of lost or altered files, backup or saving of data or programs to the extent deemed necessary by City's information technology policies and for actually reconstructing any lost or altered files, data or programs. Contractor is not liable for damage to software or data caused by service to the computer hardware equipment. City shall use commercially reasonable efforts to maintain its procedures for reconstruction, recovery, backup and saving data and programs while Contractor is performing the Services. Contractor is not liable for software damage due to any outside factors, including, but not limited to, software viruses, and network or power outages.
- C. Safety: City acknowledges and understands that the installation of after-market equipment in motor vehicles can compromise a vehicle's safety-related design characteristics, including but not limited to:
- Airbags, including but not limited to potential obstruction of airbag deployment;
 - Passenger compartment, including but not limited to potential for ergonomic problems, physical obstacles, etc.; and

- Trunk/gas tank protection, including but not limited to the potential for trunk-mounted equipment to exacerbate tank vulnerability in a rear collision.

By accepting this Agreement and the performance contemplated thereby, City expressly assumes the risks outlined above with respect to the equipment and the installation Services of said equipment hereunder. To this end, City's agreement on the mechanical placement of after-market, in-vehicle equipment prior to installation hereunder constitutes City's acceptance that these minimum safety requirements have been met, and that the installer has been judged capable of repeating the acceptance criteria for the balance of the installations for City. Contractor is responsible for the proper mechanical placement of Hardware, per the agreed upon design document.

- D. City acknowledges and understands that Contractor is not responsible for developing, implementing and maintaining the City's security and privacy policies in connection with operating the system(s) described in **Exhibit A**, the Statement of Work, and ensuring on-going compliance with them.
- E. Contractor shall bear no liability whatsoever for, and City hereby fully, irrevocably and unconditionally releases Contractor and its successors and assigns from, any claims, expenses, losses, or costs relating to City's use of the Materials, System or Services provided and/or installed by Contractor hereunder and limited to claims based on the content of any information captured on any video recorder provided hereunder. City will be solely responsible for any and all such claims made against Contractor which are based on City's use of the Materials, System or Services provided and/or installed by Contractor hereunder. This subsection E shall not limit Contractor's indemnification obligations set forth in §706 Intellectual Property Infringement Claims by Third Party.
- F. City acknowledges and agrees that Contractor's performance hereunder does not include any obligation to provide voluntary testimony or other evidence of any kind in any legal, regulatory, administrative or other proceeding. In the event that Contractor is required by City to provide testimony or any evidence of any kind in connection with its performance hereunder. City agrees to pay Contractor's time and materials rates plus Contractor's actual expenses incurred in the provision of such testimony or evidence.
- G. City authorizes Contractor and its subsidiaries (and its successors and assigns, and subcontractors) to store and use City's business contact information wherever they do business, in connection with Contractor's products and Services or in furtherance of Contractor's business relationship with City.

SECTION 8 WARRANTIES

§801. Services Warranty

Contractor warrants that it performs each Contractor service using reasonable care and skill and according to the current description (including any completion criteria) contained in **Exhibit A**, Statement of Work.

§802. Year 2000 Compliance

“Year 2000 Ready” means that the Contractor Hardware, software, or Deliverables, when used in accordance with Contractor associated documentation, is capable of correctly processing, providing and/or receiving date data within and between the twentieth and twenty-first centuries, provided that all products (for example, hardware, software, and firmware) used with the Contractor Hardware, software or Deliverables properly exchange accurate date data with it. Contractor warrants that Contractor Hardware, software and Deliverables are Year 2000 Ready.

§803. Antivirus Warranty

Contractor represents that it has not intentionally introduced any viruses, “Trojan horse,” “worm,” or other damaging, dangerous or objectionable software code (collectively, “Viruses”) included with the Deliverables, other than code which is inserted into commercially available products to ensure that the purchaser or licensee uses the product in accordance with the license agreement. If at any time a Virus may be found to exist in or have emanated from the Deliverables, or any electronic data, information or report generated thereby, Contractor’s sole obligation under this section and City’s exclusive remedy is for Contractor to replace such Deliverable with the same Deliverable not containing such intentionally placed Virus.

§804. Acquisition of Hardware

A. Warranty for Contractor Hardware

Contractor warrants that each item of Contractor Hardware is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for Hardware is a specified, fixed period commencing on its Date of Installation. During the warranty period, Contractor provides repair and exchange Service for the Hardware, without charge, under the type of Service Contractor designates for the Hardware. If Hardware does not function as warranted during the warranty period and Contractor is unable to either 1) repair it or 2) replace it with one that is at least functionally

equivalent, City may return it to Contractor at cost of Contractor and City's money will be refunded.

The warranties stated above will not apply to the extent that there has been misuse (including but not limited to use of any Hardware capacity or capability, other than that authorized by Contractor in writing), accident, modification, operation in other than the Specified Operating Environment, improper maintenance by City, or failure caused by a product for which Contractor is not responsible. With respect to Hardware, the warranty is voided by removal or alteration of Hardware or parts identification labels unless such alteration was authorized in writing by Contractor.

B. Production Status

Contractor Hardware is manufactured from parts that may be new or used. In some cases, Hardware may not be new and may have been previously installed. Regardless, Contractor's appropriate warranty terms apply.

C. Title and Risk of Loss

When Contractor accepts City's order, Contractor agrees to sell City the Hardware described in Exhibit A, the Statement of Work. Contractor transfers title to City or, if City chooses, its lessor when Contractor ships the Hardware.

However, Contractor reserves a purchase money security interest in the Hardware until Contractor receives the amounts due. For a feature, conversion, or upgrade involving the removal of parts which become Contractor's property, Contractor reserves a security interest until Contractor receives payment of all the amounts due and the removed parts. City authorizes Contractor to file appropriate documents to permit Contractor to perfect its purchase money security interest.

For each item of Hardware, Contractor bears the risk of loss or damage up to the time it is delivered to the Contractor's designated carrier for shipment to the City or the City's designated location. Thereafter, City assumes the risk. Each Machine will be covered by insurance, arranged and paid for by Contractor for the City, covering the period until it is delivered to the City or City's designated location. For any loss or damage, City must 1) report the loss or damage in writing to Contractor within 10 business days of delivery and 2) follow the applicable claim procedure.

D. Installation

City agrees to provide an environment meeting the specified requirements for the Hardware.

Contractor has standard installation procedures. Contractor will successfully complete these procedures before it considers Contractor Hardware (other than Hardware for which City defers installation) installed.

E. Hardware Features, Conversions and Upgrades

Contractor sells features, conversions and upgrades for installation on Hardware, and, in certain instances, only for installation on a designated, serial-numbered Machine. Many of these transactions involve the removal of parts and their return to Contractor. As applicable, City represents that it has the permission from the owner and any lien holders to 1) install features, conversions, and upgrades and 2) transfer ownership and possession of removed parts (which become Contractor's property upon delivery) to Contractor. City further represents that all removed parts are genuine, unaltered, and in good working order. A part that replaces a removed part will assume the warranty or maintenance Service status of the replaced part. City agrees to allow Contractor to install the feature, conversion, or upgrade within 30 days of its delivery. Otherwise, Contractor may terminate the transaction and City must return the feature, conversion, or upgrade to Contractor at its expense. If Contractor fails to install the feature, conversion, or upgrade within 30 days of its delivery and decides subsequently to terminate the transaction, City may return the feature, conversion or upgrade to Contractor at Contractor's expense.

F. Machine Code and LIC

Machine Code is licensed under the terms of the agreement provided with the Machine Code. Machine Code is licensed only for use to enable Hardware to function in accordance with its Specifications and only for the capacity and capability for which City is authorized by Contractor in writing and for which payment is received by Contractor.

Certain Hardware Contractor specifies (called "Specific Machines") use LIC. Contractor will identify Specific Machines in Exhibit A, the Statement of Work. International Business Machines Corporation, one of its subsidiaries, or a third party owns LIC including all copyrights in LIC and all copies of LIC (this includes the original LIC, copies of the original LIC, and copies made from copies). LIC is copyrighted and licensed (not sold). LIC is licensed under the terms of the agreement provided with the LIC. LIC is licensed only for use to enable Hardware to function in accordance with its Specifications and only for the capacity and capability for which City is authorized by Contractor in writing and for which payment is received by Contractor.

G. Service for Hardware (during and after warranty)

Contractor provides certain types of Service to keep Hardware in, or restore it to, conformance with its Specifications. Contractor will inform City of the available types of Service for Hardware. At its discretion, Contractor will 1) either repair or exchange the failing Hardware and 2) provide the Service either at City's location or a service center.

When the type of Service requires that City deliver the failing Hardware to Contractor, City agrees to ship it suitably packaged (prepaid unless Contractor specifies otherwise) to a location Contractor designates. After Contractor has repaired or exchanged the Hardware, Contractor will return it to City at its expense unless Contractor specifies otherwise. Contractor is responsible for loss of, or damage to, City's Hardware while it is 1) in Contractor's possession or 2) in transit in those cases where Contractor is responsible for the transportation charges.

Any feature, conversion, or upgrade Contractor services must be installed on Hardware which is 1) for certain Hardware, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade.

IBM manages and installs selected engineering changes that apply to IBM Hardware and may also perform preventive maintenance.

City agrees to, where applicable, before Contractor provides Service:

- a. follow the problem determination, problem analysis, and service request procedures that Contractor provides,
- b. secure all programs and data contained in the Hardware, and
- c. inform Contractor of changes in the Hardware's location.

Replacements

When Service involves the exchange of Hardware or a part, the item Contractor replaces becomes its property and the replacement becomes City's. City represents that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty or maintenance Service status of the replaced item. Before Contractor exchanges Hardware or a part, City agrees to remove all features, parts, options, alterations, and attachments not under Contractor's service. City also agrees to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

Some parts of Contractor Hardware are designated as Customer Replaceable Units (called, "CRUs"), e.g., keyboards, memory, or hard disk drives. Contractor provides CRUs to City for replacement by City. City must return all defective CRUs to Contractor within 30 days of its receipt of the replacement CRU. City is responsible for downloading designated Machine Code and LIC updates from a Contractor Internet Web site or from other electronic media, and following the instructions that Contractor provides.

Items Not Covered

Repair and exchange Services do not cover:

1. accessories, supply items, and certain parts, such as batteries, frames, and covers;
2. Hardware damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by City;
3. Hardware with removed or altered Machine or parts identification labels;
4. failures caused by a product for which Contractor is not responsible;
5. service of Hardware alterations; or
6. Service of Hardware on which City is using capacity or capability, other than that authorized by Contractor in writing.

Warranty Service Upgrade

For certain Hardware, City may select a Service upgrade from the standard type of warranty Service for the Hardware. Contractor charges for the Service upgrade during the warranty period.

City may not terminate the Service upgrade or transfer it to another piece of Hardware during the warranty period. When the warranty period ends, the Hardware will convert to maintenance Service at the same type of Service City selected for warranty Service upgrade.

Maintenance Coverage

Whenever City orders Hardware, Contractor will inform City of the date on which maintenance Service will begin. Contractor may inspect the Hardware within one month following that date. If the Hardware is not in an acceptable condition for service, City may have Contractor restore it for a charge. Alternatively, City may withdraw its request for maintenance Service. However, City will be charged for any maintenance Service which Contractor has performed at City's request.

§805. System Warranty

Contractor warrants that all products provided to City as a System are compatible and will operate with one another. This warranty is in addition to Contractor's other applicable warranties.

§806. Third Party Warranties

Contractor shall transfer to City any third party warranties provided directly to Contractor by a non-Contractor supplier or licensor with respect to non-Contractor Hardware or software to the extent Contractor such warranty is assignable under applicable law and Contractor's agreement with such third parties. However, non-Contractor suppliers may provide their own warranties to the City.

§807. Survival of Provisions

The provisions of this Section 8 shall survive termination of this Agreement.

§808. Disclaimer

THE WARRANTIES SET FORTH IN SECTION 8 ARE THE CITY'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9 SUSPENSION, AND TERMINATION

§901. Suspension

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

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

§902. Termination For Convenience

- A. Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed Deliverables prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc), Contractor shall provide to City copies of all completed Deliverables specified in this Agreement.

D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination and for Contractor's reasonable and necessary costs incurred in terminating its subcontractors.

§903. Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 102(A) of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days notice. If, after City has given notice of termination under the provisions of this Section 903, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 902.

§904. Notices of Suspension or Termination

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

SECTION 10 AMENDMENTS AND CHANGE REQUESTS

§1001. Amendments

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

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to

agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 903 above.

§1002. Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 302 (Statement of Work to be Performed) of this Agreement. A “change,” as that term is used in this Section 1002 means technical or other adjustments made within the Statement of the Services to be Performed, and consistent with Section 302 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 601(A) of this Agreement. City shall make a formal written request, per the procedure outlined in Appendix B of the **Exhibit A**, Statement of Work, with respect to each change it desires to make. Such Change Request must specify the following:

1. Nature of the modification requested, including a brief description of any new, altered or deleted requirements, a description of the requested work to be performed, and, to the extent possible, reference to the portions of this Agreement, including Exhibits, and other documents that will be affected.
2. Whether or not City is willing to alter any other provisions of Section 302, Statement of Work to be Performed, to accommodate the change.

B. Procurement of Hardware and Software

During the term of this Agreement, City may, at its option, require Contractor to purchase hardware and software, consistent with Section 302 of this Agreement. City shall make a formal written request with respect to the hardware and software City wants Contractor to procure. Such Change Request must specify the hardware and software to be purchased by Contractor, the costs of such hardware and software, and, to the extent possible, reference the portions of this Agreement, including Exhibits, and other documents, which will be affected.

C. Change Proposal

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

1. Technical or other impact that the change would have on existing System requirements and characteristics;
2. Total cost of the change;
3. Schedule impact of the change for current and subsequent Deliverables;
4. Impact of the change on suppliers, vendors and subcontractors;
5. Impact of the change on the Deliverables;
6. Impact of the change on any other part of this Agreement;
7. Estimated California Sales Tax impact;
8. The period of time for which such statement is valid, but not less than sixty (60) days; and
9. City contract number and date of contract.

D. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 102(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization specifying the change to be made and all of the particulars set forth in Section 1002(C) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Exhibits hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services based upon and established in **Exhibit E**, Contractor's Labor Rates, for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 12, Disputes, of this Agreement.

E. State-Of-The-Art Changes

City desires to have the most current release of hardware and software products specified by Contractor incorporated into the System. If Contractor personnel become aware that an improved product is suitable for replacement of a deliverable specified in Section 302, or hardware or software to be purchased by Contractor or City, Contractor shall notify City during the next semi-annual review described in **Exhibit A**, Statement of Work. Contractor shall provide City with information reasonably available regarding the advantages, disadvantages and cost impact, if any, of utilizing a replacement item. City shall advise Contractor of City's intentions regarding

the replacement product in accordance with the procedures set forth in this Section 10.

SECTION 11 SUCCESSORS AND ASSIGNS

§1101. Contractor's Successors and Assigns

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

§1102. Survival of Provisions

The provisions of this Section 11 shall survive termination of this Agreement.

SECTION 12 DISPUTES

§1201. Disputes

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. 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.

Contractor and City shall continue to perform work under the Agreement during any Dispute.

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

SECTION 13 CONFIDENTIALITY

§1301. Confidentiality of Department Information

Unless otherwise required by applicable law, all material that either party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure ("Confidential Information") shall be protected by the receiving party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City or jointly by the Contractor and the City, in furnishing assistance under this Agreement, can be used by either party in any way it may deem appropriate. Nothing contained herein shall require either party to hold in confidence any ideas, knowledge, concepts or techniques. In addition, neither party shall be required to keep confidential any data which is or becomes publicly available, is already in the receiving party's possession without obligation of confidentiality, is independently developed by the receiving party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material shall be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient will give the other party prompt notice to allow such other party a reasonable opportunity to obtain a protective order.

SECTION 14 USE TAX – POINT OF SALE

§1401. Required Permit

Contractor shall continue to report to the City all use taxes over the prescribed level (\$500,000) levied in conjunction with any contract within the City as well as all use taxes in conjunction with the acquisition of any equipment or materials needed to accomplish the performance of the terms of this specific Agreement.

**SECTION 15
ENTIRE AGREEMENT**

§1501. Complete Agreement

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

§1502. Number of Originals and Exhibits

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

EXHIBITS

- Exhibit A Statement of Work
- Exhibit B Standard Provisions for City Contracts (Revised 10/03)
- Exhibit C List of Key Contractor Personnel
- Exhibit D Milestone and Payment Schedule
- Exhibit E Contractor's Labor Rates
- Exhibit F IBM International Program License Agreement
- Exhibit G IBM Passport Advantage Agreement

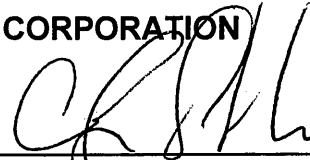
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
WILLIAM J. BRATTON
Chief of Police

Date: _____

IBM CORPORATION

By:  _____
CHUCK SKIKO
Client Executive

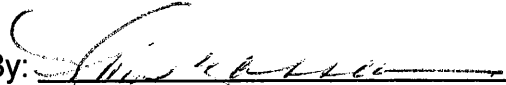
Date: 11/2/07

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

(2nd Corporate Officer)

By: _____
TERRY MARTIN-BROWN
Assistant City Attorney

By:  _____
KIMM NASSER
Principal

Date: _____

Date: 11/7/07

ATTEST:

FRANK T. MARTINEZ, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number 725768-13

Internal Revenue Service Taxpayer Identification Number 13-0871985

Agreement Number _____

EXHIBIT A

STATEMENT OF WORK

SERVICES STATEMENT OF WORK

Exhibit A to LA City Contract # _____

**City of Los Angeles Police
Department**

To provide:

**A Digital In-Car Video System
(DICVS)**

Table of Contents

Executive Summary	3
Statement of Work	4
1.0 Scope of Services.....	4
1.1 Project Requirements.....	5
1.2 IBM Responsibilities.....	18
1.2.1 Project Management.....	18
1.2.2 Project Initiation.....	19
1.2.3 Develop Digital Media Retention Policy.....	19
1.2.4 Develop Digital Video Access Control Plan.....	20
1.2.5 Wireless and Hardwire Networking Requirements and Design for Digital In-Car Video Capture.....	21
1.2.6 Develop In-Car System Design.....	25
1.2.7 Design the Digital Video System Infrastructure.....	26
1.2.8 Develop Acceptance Test Plan/Verification.....	27
1.2.9 Perform Site Survey.....	27
1.2.10 Procurement Services.....	28
1.2.11 Wireless LAN Installation Preparations.....	29
1.2.12 Wireless and Hardwire LAN Installation and Test.....	29
1.2.13 Digital In-Car Video Equipment Installation.....	30
1.2.14 Back Office DVS Server Implementation.....	33
1.2.15 Long Term Storage Device Implementation.....	34
1.2.16 Training Services.....	35
1.2.17 Final Project Review.....	39
1.3 City of Los Angeles Police Department Responsibilities.....	39
1.3.1 City of Los Angeles Police Department Project Manager.....	39
1.3.2 Other City of Los Angeles Police Department Responsibilities.....	40
1.4 Organizational Chart and Project Roles and Responsibilities.....	43
1.4.1 LAPD DICVS Project Organization Chart.....	43
1.4.2 Project Roles and Responsibilities.....	44
1.5 Preliminary Project Schedule.....	47
1.6 Deliverable Materials.....	48
1.7 Completion Criteria.....	48
Appendix A: Deliverable Guidelines	49
Appendix B: Project Change Control Procedure	60
Appendix C: Equipment List	61
Appendix D: Deliverables Acceptance Procedure	67
Appendix E: Final System Acceptance	68
Attachment A: Additional In-Car Hardware Acquisition and Installation	70
Attachment B: IBM to City of Los Angeles Limited Warranty Statements	71
Attachment C: IBM to City of Los Angeles Regarding Coban Software Copyrights	72
Attachment D: IBM to City of Los Angeles Safety Statement Regarding Coban Equipment ..	75
Attachment E: Base Project Plan	80
Attachment F: Sample Change Authorization	81

Executive Summary

The Digital In-Car Video System (DICVS) that IBM has proposed for City of Los Angeles Police Department is a state of the art solution that simultaneously enables video capture and storage of evidentiary quality video to be used for prosecution, contain officer involved liability claims against LAPD, facilitate officer performance and professionalism, and enhance community relations. A recent International Association of Chiefs of Police (IACP) study found that departments adopting in-car video systems report an increase in successful prosecutions, a decrease in officer time in court, increased officer safety, better regulatory compliance, an adjunct tool for officer training in the field, a reduction in officer involved liability claims and payouts, and a more favorable community perception of officer interaction with the public.

The DICVS deployment for the entire LAPD fleet will be accomplished in multiple phases. Phase 1 is for the first three hundred (300) cars across four (4) division locations; it is summarized below:

- Phase 1: This Statement of Work addresses only the Phase 1 roll-out. During Phase 1, IBM, working with LAPD and other appropriate City staff will design, engineer, and configure the in-car video solution. IBM will deploy the local DICVS and wireless, hardwire, server and storage hardware / software for up to four (4) Division Offices. IBM will also install the DICVS servers, software and long term archival storage at City Hall East, P-4. IBM will perform the installation of the first three (3) vehicles while training LAPD staff for future maintenance and installation. The remaining two hundred and ninety-seven (297) vehicles in Phase 1 will be installed by IBM as per Attachment A: Additional In-Car Hardware Acquisition and Installation.

This Statement of Work addresses the implementation of the DICVS Phase 1 project for 300 patrol cars. During the course of this engagement, IBM will:

- Design the digital in-car video system solution
- Develop a DICVS system solution
- Develop, with Los Angeles Police Department, a departmental video retention policy
- Provide data management services for moving data from "hot" storage to archive
- Provide data storage services including interim and long term storage mechanisms
- Initiate the Phase 1 project
- Provide project management
- With LAPD, develop acceptance test plan/verification
- Conduct a City Hall East, P-4 site review and report findings
- Conduct detailed site surveys of each of the four (4) sites
- Conduct a network capacity review
- Develop a network implementation plan
- Provide procurement services
- Provide digital in-car video equipment installation
- Provide Training services
- Perform a project review

With our experience in DICVS technology and City of Los Angeles Police Department's participation, we will be able to implement a DICVS that is tailored to meet the needs of the LAPD and allow LAPD to better serve the community.

Statement of Work

This Statement of Work (SOW) defines the scope of work to be accomplished by IBM under the terms and conditions of the Professional Services Agreement between City of Los Angeles and IBM for Digital In-Car Video System. The tasks to be performed by IBM are defined and a Preliminary Schedule is provided. In addition, the responsibilities of City of Los Angeles Police Department (LAPD) are listed.

This Statement of Work includes the following subsections:

- Scope of Services
- IBM Responsibilities
- City of Los Angeles Police Department Responsibilities
- Estimated Schedule
- Deliverables
- Completion Criteria

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Project Change Control Procedure"
- Appendix C, "Equipment List"
- Appendix D, "Deliverables Acceptance Procedure"
- Appendix E, "Final System Acceptance"

1.0 Scope of Services

The scope of the project is the procurement and implementation services for the deployment of a digital in-car video surveillance solution (called "Services").

This Statement of Work addresses the four (4) South Bureau Divisions: Harbor Division at 221 Bay View Avenue, Southeast Division at 145 West 108 Street, 77th Street Division at 7600 South Broadway, and Southwest Division at 1546 Martin Luther King Jr. Boulevard in Los Angeles, California. It is agreed that South Traffic Division cars will have Digital In-Car hardware and software installed, but the location will not have the upload capabilities -- either hardware or wireless. Per design, South Traffic Division will upload at Southwest Division on a separate server and will be able to access videos from their location.

Some IBM activities on this project may be performed on IBM premises (e.g., equipment staging, document and report preparation). In-Car equipment installation and LAPD training will be conducted at LAPD designated locations.

Some of the Services may be performed by an IBM subcontractor. IBM is solely responsible for completion of the work described herein and compliance with the terms hereof and coordinating any involvement of IBM subcontractors who may be engaged to assist IBM in accomplishing the work described herein.

The tasks defined within this Statement of Work will consist of:

- Project management
- Project initiation
- Develop digital media retention policy
- Develop digital video access control plan
- Define networking requirements
- Develop in-car system design
- Design the digital video system infrastructure
- Develop acceptance test plan/verification
- Perform site survey
- Procurement services
- Digital in-car video equipment installation
- Data management services
- Data storage services
- Training services
- Project review

The overall DICVS deployment will be accomplished in multiple phases. Phase 1 is summarized below:

Phase 1: This Statement of Work addresses only the Phase 1 roll-out. During Phase 1, IBM will design, engineer, and configure the in-car video solution. IBM will deploy the local DICVS and wireless, hardware, server, and storage hardware / software for up to four (4) Division Offices. IBM will also install the DICVS and networking servers, software, centralized storage and long term storage at City Hall East, P-4. IBM will perform the installation of the first three (3) vehicles while training LAPD staff for future maintenance and installation. The remaining 297 vehicles in Phase 1 will be installed by IBM as per Attachment A: Additional In-Car Hardware Acquisition and Installation. Procurement of equipment, software, maintenance, and deployment services for future DICVS phases is based on this Statement of Work. It is anticipated that a Contract Amendment will be used to define the scope and pricing at that time.

1.1 Project Requirements

IBM, working with LAPD and other appropriate City staff shall provide the planning, design, configuration, and implementation of the Digital In-car Video System (DICVS). In addition, IBM shall provide training and the transition of the same System as part of the implementation effort to LAPD.

IBM shall design and implement the Digital In-car Video System in accordance with the following System requirements as laid out in the City of Los Angeles Police Department RFP No. 06-567-009:

- a. Product Overview – The DICVS will contain the following components:
 1. Forward facing color camera and rear seat infrared camera
 2. System control panel;
 3. Image display on existing LAPD Mobile Data Computer (MDC)
 4. Two remote digital microphone transmitters;
 5. One rear seat microphone;
 6. One audio-video recording device with enclosure;
 7. Ability to transfer data via three mediums – wirelessly, with removable media, and a hardwire connection;
 8. Outdoor wireless infrastructure to support upload of video files from in-car video systems to servers at each designated location;
 9. Active and archival storage servers
 10. Data mining and management software

- b. Services Solicited – Work with a team of selected staff from the LAPD and Information Technology Agency (ITA), as appropriate, in all technical and operational issues of the design and integration of the DICVS, wireless network, hardware and software.
 1. DICVS Wired and Wireless Network, Hardware, Software and Integration Plan
 2. Individual, as built, drawing in the latest AutoCad format will be provided as well as documenting equipment at each fixed location.
 3. Similar drawing will be provided for the typical vehicle installation
 4. Drawings will include both physical and logical network diagrams showing all configuration parameters such as IP addresses and virtual LAN number assignments.
 5. Install DICVS into LAPD Vehicles. Installations will take place at LAPD area stations or as directed by LAPD.
 6. Integration and testing of the DICVS, including the servers, wireless components, and cabling for hard wire connection into the LAPD infrastructure and facilities.
 7. Provide training and operational instruction to City staff, in a form acceptable to LAPD and ITA, as described in Section 1.2.16 of this Exhibit. Provide installation training and installer's guides/owner's manuals which are described in Appendix A.
 8. Provide maintenance to DICVS as necessary.

- c. System Requirements – The technology, including the user interface, used will remain constant over the course of the project to ensure interoperability with future installations. All captured data from the new DICVS will be non-proprietary and the sole ownership of the Los Angeles Police Department. Authentication shall mean a

security measure designed to protect a communications system against acceptance of fraudulent transmission or simulation by establishing the validity of a transmission, message, or originator. The minimum requirements for the DICVS are as follows:

- **Audio-Video Recording Device**
 - Recording devices can be located in trunk or passenger compartment. If located in the trunk, it should be mounted in such a way that it will not become a hazard to the vehicle fuel system or passenger forward of the system in a collision.
 - Adjustable pre and post recording time.
 - The system must be programmable to not record audio during pre-recording prior to system initiation by the user
 - The recording device should allow for a minimum of two video feeds that can be simultaneously recorded
 - The recording device will operate independent of the MDC, ensuring the System will function even if the monitor is not displaying a picture
 - The recording device will have the capability of preventing the user from erasing and recording over previously recorded information
 - The recorder will identify the vehicle in which the recorder is mounted
 - The video recording equipment will use a digital video signature that has been standardized and approved by the American Bar Association (ABA) [Digital Signature Guidelines, Information Security Committee, Electronic Commerce and Infrastructure Technology Division, of the ABA. 1996]. Refer to the minimum standards for Digital Video Systems set forth by the International Association of Chiefs of Police (IACP)
 - The recording device will indicate when removable media is inserted into the recorder
 - When power is initiated, the recorder shall perform a self-test to insure complete functionality. If the recorder does not pass the self-test, it will immediately notify the user
 - The recorder shall monitor itself while in operation. Should a component of the recorder fail while in operation, the recorder will immediately notify the user
 - The recorder shall provide the following media diagnostics:
 - Collect accurate date/time stamp when media is inserted into the recording device;
 - Indicate the amount of storage space remaining on media; and
 - Send a notification to the user (audible and visual) that storage is reaching its maximum capacity

- Recording device will be physically mounted in the vehicle, following the manufacturer's recommendations, to prevent "easy" removal without tools and deter theft of the device
- Removable media will contain a tamper detection mechanism, damage protection and markings on the exterior with an identifying number that makes each media unique
- The system will be capable of recording events uninterrupted for a minimum of thirty (30) hours at 4 Common Image Format (CIF) and a minimum frame rate of 30 frames per second (fps)
- **Video Quality and Camera**
 - MPEG4 video codec
 - The cameras will also have automatic iris and automatic white balance
 - The cameras will have a backlight compensation setting, which reduces glare and bleed-over from outside lighting
 - Resolution will be at a minimum of 720 x 480 pixels
 - Recorded video will display only the date and time so interference with the activity in the video is minimized.
 - Forward facing color camera (to capture events occurring in front of vehicle) and rear-seat infrared wide-angle camera (to capture events occurring in the backseat of the vehicle); System will be capable of supporting additional cameras.
 - Forward facing camera will be mounted near top of windshield so that obstruction of driver's view will be minimized
 - Illuminated record indicators readily visible to persons inside the vehicle and outside the vehicle to the front and passenger side that indicates when the system is actively recording
 - Cameras will operate on a filtered power source, regulated, and short-circuit-protected. The voltage supplied to the camera will meet the camera manufacturer's specifications and will not vary with fluctuations of the System's electrical system voltage of between 9 and 18 volts
 - Cameras will be capable of withstanding temperatures from direct exposure to the sun
 - The cameras will provide a minimum field of view of 24 foot width at a distance of 35 feet (40 degrees) from the vehicle's windshield
 - Forward facing camera will have zoom capability
 - Forward facing camera will be capable of being rotated 180 degrees on a horizontal plane in either direction on its mount without having to loosen any screws or knobs
 - Cameras should default to day and night auto focus.

- The manufacturer may provide an auto focus override system if desired. The override system should be configurable to prevent operation while the vehicle is in motion
 - Image display of recording will be in color and measure at least five inches by five inches on MDC monitor
 - The viewing screen will be capable of being completely dimmed and the operator must have the ability to blackout the system on demand
 - Resolution to allow full screen still-frame viewing in playback
 - During still-frame viewing, resolution should allow ability to identify typical automobile license plate numbers, characters, and state information during optimal daylight lighting conditions from a distance of 25 feet
 - Snapshots taken from the system will be in a .JPEG format or acceptable Windows compatible file format
 - Sufficient motion resolution to distinguish recorded movement with enough clarity to discern fluid motion at normal playback speed of 30 fps
 - Video images will retain full 4 CIF resolution so that the playback image on an analog TV monitor of 27 inch retains a 450 line resolution
- **Camera Controls** - The below listed items will be capable of being operated from the MDC
 - Controls
 - Power on/off
 - Play
 - Record start/stop
 - Fast Forward
 - Rewind
 - Stop
 - Pause
 - Snap shot control
 - Camera Controls, may also be accessible on camera:
 - Zoom in/out
 - Auto Focus on/off
 - Backlight Compensation
 - Record Start/Stop
 - Bookmark button

- Controls on camera should be capable of being illuminated for ready identification during hours of darkness. Backlit controls are preferred. The illumination level should be capable of being controlled over a range from bright to dark
- Indicators:
 - System Power on
 - Microphone on
 - Media inserted and operational with remaining capacity/time available
 - Recording
 - Fast Forward
 - Stop
 - Time Counter
 - Diagnostic Indicator
- The audio and video recording functions can be activated by any of the following methods:
 - User pushes record button
 - Activation of the emergency lights and/or sirens
 - User activates the record button on the wireless microphone transmitter
 - Air bag, speedometer, shotgun rack, and rear doors
- Programming of the in-car recording system will have the ability to be restricted to authorized personnel
- The controls will be designed and organized to minimize officer workload
- Any system controls, other than those on the MDC, will be easily used by officers wearing gloves
- All controls will be easily activated by a wide range of officers/operators. Reach requirements will correspond to guidelines set forth by the Society of Automotive Engineers for the placement of automotive controls
- **Digital Audio**
 - The audio will offer a signal-to-noise ratio of at least 46db
 - Range of 1,000 feet with line of sight with ideal conditions
 - Four (4) wireless Transmitters per recording device will be required

- Wireless audio transmitters will have internal antennas, an internal redundant microphone, and a wired external microphone
 - Use of FCC-approved frequency bands
 - The audio system will utilize an “auto scan” technology to ensure clear communications
 - Digital transmission to ensure clarity of audio without distortion throughout the range of the transmitter (use of spread spectrum technology is recommended)
 - Individual audio transmitters will synchronize to the recording device upon initial shift logon and must be vehicle neutral
 - Rechargeable battery with 48-hour minimum standby and 12-hour minimum talk time
 - Transmitter must not pose any undue risk or injury to carrier
 - Batteries used must meet Underwriter’s Laboratories standards for safety for shock/electrocution and burn prevention
 - Any clips and retention devices must minimize the possibility of pinch points that could cause injury
 - The System will include a software application that allows the MDC to provide monitoring of live audio from portable transmitter microphone or from recorded sound during the playback mode
 - The System will have a volume control, which will allow the user to adjust the live monitoring audio level and turn off or mute the sound if desired
 - Each designated location will have a battery charging device sufficient to charge any batteries not being utilized in the field
 - The System will have a microphone to capture audio with the backseat camera (design should be ruggedized and minimize the appearance of a microphone or the microphone should be hidden or out of reach from persons in the backseat of the vehicle)
 - Clip or retention device (holster) will be capable of being used with LAPD approved leather and nylon gear.
- **Data Transfer –**
 - Modes of Transfer:
 - Removable Media:
 - Removable media will be secured in the recording device using a locking mechanism (physical key, credit card, electronic chip, password) that prevents unauthorized removal of the media from the recorder
 - Wireless Transfer:
 - Divisional wireless network access routers capable of uploading 15 vehicles simultaneously at each area station

- Initial shift logon will identify the primary location (server) to which the vehicle is assigned
- Prior to the transfer of any video files from the recording device to the active storage, a prompt will verify with the assigned officers that an upload is desired if the vehicle is not at its assigned location.
- Hardwire Transfer:
 - Cabling for hardwire upload at each station for five (5) vehicles at any given time
 - Cabling will be designed to minimize accidental drive off with the cabling attached to the vehicle
- All Modes of Transfer:
 - After data is transferred from the recording device to the active storage server and a system check is performed to verify the transfer was successfully completed, the recorded data will be deleted from the device
 - All weather rated equipment enclosures and cabling systems must be used for wireless transfer and hardwire transfer components located outside of buildings. All weather rated means protected from temperature, humidity, and rain conditions as experienced in the Los Angeles area
 - Must transfer on a 1:1 basis (exact duplicate)
 - When the media is being transferred to another medium during back-up, the file will also be stored separately from the main server
 - The Active and Archival Storage systems will utilize fault tolerant storage or similar technology
 - Systems using electronic transfer of recorded media will have an automated authentication mechanism
 - An integrity check will be used to validate that the video files in the active storage is an exact copy of any data on the recording device prior to clearing the data from the recording device
 - Any network used to transfer video files from the recording device to active storage will, at a minimum, use a 128-bit SSL tunnel to create a private, secure connection for the video files to be transferred
 - IEEE standards based (e.g., 802.11a/b/g/n or 4.9 GHZ) wireless network equipment will use the following security guidelines:
 - Customized network name
 - Disabled SSID/ESSID (Network name) broadcast
 - 128-bit RC4 link encryption

- Compliance with 802.11i/WPA2 Enterprise specifications or higher
- Strong wireless authentication at the level of security offered under 802.11x with PEAP or EAP-FAST
- Fully integratable into a Cisco Unified Wireless Network environment
- **Data Storage/Retrieval:**
 - All video files will be maintained in archival storage for a minimum of two years. Storage capacity for archival storage will be expandable to 3,000 terabytes
 - The Active and Archival Storage servers will provide a mechanism for backing up video files. Duplicate Active and Archival Storage servers at their respective locations will automatically be copied on the duplicate server after each set of video files is uploaded.
 - The Active and Archival Storage system will be located in a secured building in a room with restricted access to be determined by LAPD
 - The System will allow persons with proper authorization to view video files from any Local Area Network (LAN) workstation
 - The Active Storage System will be able to include the identification of any removable media used to transfer files from the recorder
 - The active and archival storage systems will provide a chain of custody report detailing all activity related to video files
 - The chain of custody audit log must contain a video file identification number consistent with LAPD's policy
 - The chain of custody audit log for video files will include the following items for any transfer of data:
 - Name and/or ID of person(s) transferring data
 - Date and time of transfer
 - Video File identification number
 - Size of video file transferred
 - Number of copies made to other media
 - Type of media copies made
 - Retention period for video files
 - Integrity check performed to validate that the video files transferred are exact copies prior to any clearing of data
 - Transfer of video file was successfully completed
 - For wireless transfer, indicate a successful wireless connection with recorder

- LAPD's accepted media for the retrieval and replication of audio and video files for presentation in court or other official capacities are:
 - Digital Video Disc (DVD)
 - Video Compact Disc (VCD)
 - Compact Disc (CD)
- **Software:**
 - System login procedures will have the ability to be populated with current MDC functionality so that only one login is necessary
 - The Systems video files will be capable of being converted to Microsoft Windows media file format
 - Ability to monitor live video from the MDCs, even if recording is not in progress
 - Metadata attached to video files will include date/time stamp utilizing the atomic clock, geographical information, bookmarks, user identification information, emergency light indication, siren indication, braking indicator, and microphone activation indicator
 - Metadata, including time stamping, will remain accurate with respect to the recording as it was captured, despite any time sync irregularities in a secondary unit, archival system, or viewer
 - All metadata will be capable of being super-imposed or absent on the screen during playback of video files
 - Time stamping between the components of the audio and video files will be consistent and maintained (must be verifiable)
 - Ability to play back the audio and video recording on the MDC with the ability to control volume and turn off sound if desired
 - Ability for software in vehicles to be wirelessly updated all at once, not individually, through a centralized revision manager
 - Programming of the digital in-car recording system will be restricted to authorized personnel through a System Administrator
 - User interfaces will prevent the input of invalid data
 - The System will have an operational readiness test to be conducted at each start of watch
 - The officer assigned to the vehicle will log into the recorder and the recorder will identify the assigned officer
 - Transferred media will indicate the serial number of the assigned officers and the vehicle identification information associated with the media
 - During System initiation, the System will have the capability to indicate to the officer that the system has been tampered with or settings have been altered

- Electronic notification will be provided to a system administrator regarding attempts to remove video files from active or archival storage prior to the required retention period expiring and be noted in chain of custody audit log
- The chain of custody audit log will contain the date, time, person, and video file identification that indicates when data was removed
- For the purpose of evidence preparation for playback in court, the system administrator will be able to mute the audio capture from the pre-event buffered/recorded video file
- Provide acceptable formatting with any needed codecs for use of video data within the agency's forensic video analysis system without compromise of captured video quality.
- **Electronic Conditions:**
 - The System will not interfere with the vehicle's electrical or electronic components, including the LAPD's radio system (450 MHZ – 512 MHZ), MDCs (800 MHZ), or speed detection devices, through electromagnetic radiation or radio frequency interference produced by the camera, recording device, system controller, or its components
 - The System will not interfere with or be affected by other systems in the vehicle, such as, but not limited to, license plate recognition cameras, biometric equipment, and pursuit management systems
 - The System will not be affected in any way by transmissions from the LAPD's communication packages in the vehicles
 - The System will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered
 - All programmable parameters must be contained in non-volatile memory
 - Loss of power to the System will not result in the unit requiring reprogramming
 - Sudden loss of power will not cause loss of any recorded video
 - Sudden loss of power during data transmission will not result in the loss of recorded files
 - The system will have a power management system allowing for minimal draw after vehicle shutdown to allow wireless data transfer without exceeding the vehicle's OEM standards
 - The System's timekeeping device and the user's identification should be protected by a system battery backup for a minimum of four (4) hours to prevent loss of information in the event the vehicle battery is disconnected
 - The System's timekeeping device will automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates

- All wiring will meet industry standards applicable to the wire application and all systems should be properly grounded using the same industry standards
- **Miscellaneous**
 - The system will have an open architecture allowing for the integration of or combining additional technology devices (i.e. pursuit management devices, global positioning system, automatic license plate recognition, biometrics, etc.)
 - No parts that can come into contact with human skin will be allowed to reach a temperature capable of causing a burn injury
 - Any moving parts will eliminate hazardous pinch points
 - No equipment will be installed in any original vehicle manufacturers designated air bag deployment zone
 - All controls and components should be located and designed to minimize driver distraction
 - Only monitoring of information being or capable of being recorded should be displayed on the viewing screen (MDC) while the vehicle is in motion. Viewing of previously recorded video files should not be allowed while the vehicle is in motion
 - The System will be industrial/commercial grade. No prototype models will be considered
 - Ruggedized exterior for recording device and camera
 - Vibration resistant
 - The System will be dust and splash resistant
 - Rugged mounts that provide stability to all equipment
 - All mobile video systems and related audio equipment must conform to the minimum standards as set by the:
 - Electronic Industries Association (EIA)
 - National Television System Committee (NTSC)
 - Federal Communications Commission (FCC) rules and regulations
 - National Highway Transportation Safety Administration (NHTSA)
 - Society of Automotive Engineers (SAE)
 - Underwriter's Laboratory (UL)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLD-LAB)
 - National Fire Prevention Association (NFPA)

- **System Warranty**

There will be a 5-year System Warranty on the DICVS System major components (i.e., servers, storage, networking equipment, software, cameras, etc.), parts and labor. Consumable equipment such as microphones, chargers, cradles, etc., is covered as per the manufacturers' standard warranties. Details on the System Warranty are provided in Attachment B. The System Warranty period on the DICVS System major components will commence when the equipment is installed and deemed operable by LAPD as per attainment of each South Bureau location billing milestone and LAPD has issued a Notice of Final System Acceptance per Section 303 of the Agreement.

The City Hall East equipment backend storage, management and retrieval System Warranty period will commence upon installation and issuance by LAPD of the Notice of Final System Acceptance for the first South Bureau location billing milestone.

Due to the periodic replacement cycle for LAPD vehicles and for other reasons, the City anticipates the system will need to be removed from some vehicles and re-installed into other vehicles during the 5-year System Warranty. The 5-year System Warranty on the entire System will not be voided if the System is removed and re-installed into a different vehicle, when the removal and re-installation work is performed either by the vendor, or by City staff who have been trained and certified by the vendor.

- **Vehicles**

- No equipment installed by either the vehicle manufacturer or LAPD, including all emergency equipment and the spare tire, shall be removed, modified or relocated without approval from LAPD/MTD.
- All items and components shall be capable of being installed and operated without disrupting or disabling any existing vehicle features, systems, or controls. Installation of all equipment shall adhere to all guidelines set forth in Ford up-fitters guide including;
 - Equipment shall not be mounted or protrude into any of the air bag zones.
 - Equipment shall not be mounted in areas above or near the fuel tank where mounting hardware (screws, fasteners, etc.) may puncture the fuel tank.
 - Equipment shall not be mounted where it obstructs driver or passenger officer's vision.
- All items and components should be installed, equipped, and designed so they will not pose a safety hazard and adhere to vehicle manufacturer safety standards. No recording equipment shall be mounted in the rear passenger compartment.
- All items and components shall not interfere with the activation, operation, or visibility of the various controls and apparatus

installed in the vehicle, including siren system, emergency lights, laptop computer, gauges, etc.)

- The in-car-video system and all related sub-components provided will be installed in a manner that conforms to the overall shape and contour of its location in patrol vehicle, as well as the overall layout of other, pre-existing equipment installed in the vehicle.
- All items and components shall not have sharp edges that could injure personnel or damage police equipment.
- The use of any temporary type wiring components such as scotch locks or fuse taps is prohibited. All wiring shall use good quality crimped or soldered connectors equivalent to factory installed equipment only. Wiring shall be in looms and routed and secured away from occupants or moving objects.

1.2 IBM Responsibilities

The specific services to be provided under this SOW are described in this section.

1.2.1 Project Management

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction and control of IBM project personnel (and their third party contractors), and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Review the SOW, and any associated documents, with the LAPD Project Manager.
2. Maintain project communications through the LAPD Project Manager.
3. Establish documentation and procedural standards for the development of this project.
4. Develop an overall Project Plan at the onset of this project for performance of this Statement of Work that meets the LAPD DICVS objectives. The project plan will cover aspects of the project that include requirements gathering, high level and detailed systems planning, task definition, functional testing, deployment and roll out strategy and processes, staffing, training, cutover support, ongoing support, schedule and responsible person(s) or organization for each milestone and identify "completion criteria".
5. Conduct project status meetings.
6. Prepare and submit bi-weekly (twice a month) Status Reports.
7. Organize and facilitate semi-annual reviews to provide information on updated releases of hardware and software relative to this project.
8. Review and administer Project Change Control with the LAPD Project Manager.

Deliverables:

- Status Report
- Initial Project Plan
- IBM Project Change Authorization Form "Sample"

Completion Criteria: This activity will be complete when all other project activities described as IBM Responsibilities have been completed. This will be according to either their completion criteria, or when IBM has met the criteria defined in the Completion Criteria section of this Statement of Work and according to Appendix D, "Deliverables Acceptance Procedure."

1.2.2 Project Initiation

Description: The purpose of this task is to finalize the project team members, facilitate a common understanding of the project objectives, roles and responsibilities, and verify City of Los Angeles Police Department's readiness to implement these Services.

IBM will conduct a project kick-off/high level planning session, for up to four (4) hours, on a mutually agreed upon date, to:

1. Provide a description of the overall deployment and specifically, the initial phase that this Statement of Work addresses.
2. Review the project objectives.
3. Discuss project team roles and responsibilities.
4. Review the current City of Los Angeles Police Department environment.
5. Discuss the site survey and methodologies IBM will use to provide these services.
6. Review implementation plans, procurement processes and requirements as well as project activities.
7. Schedule the detailed on-site survey. The on-site survey will include a review of the four (4) Division Office locations that are designated for wired and wireless upload capability, the three hundred (300) patrol cars to be used for the Phase 1, mounting locations for the wireless access points, and other sites as required.

Deliverable: Meeting Summary Report

Completion Criteria: This task will be considered complete when the review meeting is complete and the on-site survey has been scheduled.

1.2.3 Develop Digital Media Retention Policy

Description: IBM will draft, with the full participation and concurrence of the LAPD, a digital media retention policy for the Police Department. This policy will be used by

the City as guidance on how to manage and retain the digital video files and associated data.

IBM will:

- a. Interview key stakeholders and determine the key requirements.
- b. Request and review City of Los Angeles provided legislation that would impact retention periods for video data.
- c. Recommend the key categories for classifying digital video files.
- d. Recommend the retention periods for each category of digital video.
- e. Outline a Digital Media Retention Policy in draft format which the City of Los Angeles Police Department may use as input to the creation of a City policy on digital media retention.

Deliverable: Digital Media Retention Policy Draft

Completion Criteria: This task will be considered complete when IBM has delivered the Digital Media Retention Policy Draft Document and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

1.2.4 Develop Digital Video Access Control Plan

Description: IBM will design, with the full participation and concurrence of the LAPD, an access control hierarchy to be implemented in the digital video management software. This hierarchy will be implemented to limit access to the video files stored on the server to those with the proper access level.

IBM will:

1. Interview key stakeholders and discuss implications of various access levels and roles.
2. Document the Digital Video Access Control Plan:
 - a. Document the roles within the user base.
 - b. Document the access levels of the roles.

Deliverable: Digital Video Access Control Plan

Completion Criteria: This task will be considered complete when IBM has delivered the Digital Video Access Control Plan to the LAPD Project Manager and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

1.2.5 Wireless and Hardwire Networking Requirements and Design for Digital In-Car Video Capture

Description: IBM will document the networking requirements for Phase 1. The focus of this task is to document the assumptions, requirements and design of the exterior wireless and hardwire infrastructure that will transport the digital video from the point of capture (in the car) to the server environment where it will be managed locally and then transferred to the City Hall East, P-4.

Assumptions regarding wireless solution:

1. IBM will utilize the unlicensed 802.11b/g/a spectrum to facilitate wireless uploads. Three 802.11b/g (2.4 GHz) channels and twelve 802.11a (5.000 - 5.825 GHz) channels will be used in order to meet the requirement for 15 simultaneous wireless uploads at each division location. The fifteen (15) channels will be independent and non-overlapping.
2. Wireless system performance may be degraded by other nearby users of the unlicensed 2.4 GHz and 5 GHz spectrum and also by obstacles that block line-of-sight between the fixed antennas and antennas located in the vehicles.
3. The FCC requires that users in the 5.4 GHz spectrum incorporate Dynamic Frequency Selection to ensure that 5.4 GHz channels containing radar are avoided by an Access Point. This could impact aggregate video upload throughput if DFS is activated (by the wireless controller) during times of maximum simultaneous uploads at a given location.
4. IBM will install 2 Cisco ACS appliances, in a high availability configuration, in City Hall East, P4 location for the purpose of providing user authentication and wireless LAN security services during wireless or wired video file uploads to TopCam users inside the vehicles.
5. TopCam users will not be able to establish wireless or wired connections to the system for video file uploads if WAN connectivity is lost to the Cisco ACS servers located in City Hall East, P4.
6. Wireless access points will be mounted inside garages or outside buildings. Access points that will be located in areas that are determined to be vulnerable to equipment tampering or environmental hazards will be mounted inside locked enclosures.
7. Outdoor antennas (not inside garages) will be extended to their mounting points via coaxial antenna cable. Each of these antenna cables will have an in-line lightning arrestor installed at the point where the antenna cable enters the structure which houses the access point. Each lightning arrestor will require an earth ground connection.
8. IBM will be responsible for deploying the conduit, Cat5e cable, electrical power from the point of common exit from the interior to exterior wall of a South Division location. IBM will also be responsible for the ground connection. IBM will mount the 5 ethernet reels to the exterior wall or determined mounting location.

9. IBM will install the access points (and enclosures), antennas, antenna cables and lightning arrestors and connect to the Cat5e cable.

1.2.5.1 Wireless and Hardwire LAN Site Survey and WLAN Design Planning

Description: The purpose of this activity is to review and document the exterior network requirements for the implementation and utilization of wireless and hardwire LAN technologies at four (4) LAPD Division offices (Harbor, 77th Street, Southeast and Southwest Divisions) with supporting infrastructure at City Hall East, P-4. IBM is to develop a plan for the exterior site survey verification and system design activities at each of the four (4) locations. During this activity IBM will perform the following tasks relating to the outside facilities and structures at each of these four (4) sites:

1. Obtain available building site documentation from LAPD
2. Assess wireless and hardwire LAN design objectives and goals and develop an understanding of:
 - i) Wireless and hardwire network strategy and requirements
 - ii) Areas requiring wireless coverage
 - iii) Areas requiring hardwire access and coverage
 - iv) Security requirements (including encryption and authentication requirements)
 - v) End-user application types and usage characteristics:
 - (1) Wireless video transfer
 - (2) Others
 - vi) User groups and usage profiles (applications used and user quantities/locations/time profiles, user mobility, user device types)
 - vii) Equipment mounting and aesthetic considerations
 - viii) IP addressing scheme
 - ix) Wireless and hardwire network management strategy
 - x) Future growth requirements and network build out time frames
3. Assess building construction materials, floor layouts and floor contents (fixtures, furniture, etc.) along with any planned changes to current environment;
4. Determine system redundancy and availability requirements
5. Document our findings in the Wireless and Hardwire LAN Site Survey and WLAN Design Planning Document

Completion Criteria: This activity will be complete when IBM has delivered the Wireless and Hardwire LAN Site Survey and WLAN Design Planning Document to the LAPD Project Manager and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

Deliverable: Wireless and Hardwire LAN Site Survey and WLAN Design Planning Document

1.2.5.2 Wireless and Hardwire LAN Site Survey

Description: The purpose of this activity is to conduct the site surveys for the four (4) identified division offices and the City Hall East – P4 and document the results. IBM will perform the following tasks on the outside of the locations' facilities and structures:

1. Perform RF site surveys at the four (4) division offices to determine access point and antenna types, configurations and mounting locations necessary to provide required wireless services
2. Identify existing equipment installations and implications for proposed wireless network equipment (available space, interference, mounting requirements)
3. Identify suitable locations for mounting of Ethernet reels for hardwire uploads
4. Identify locations for mounting of Ethernet switches for connection to wired LAN in each division office
5. Perform an RF scan of 2.4000 - 2.4835GHz and 5.000 – 5.825GHz RF ranges in the locations which are designated to receive wireless coverage in order to document potential sources of interference.
6. Document requirements for provisioning data and power to access points and hardwire Ethernet reels via power-over-Ethernet.
7. Document requirements for provisioning 120VAC to climatized access point enclosures.
8. Identify special and/or unusual environmental conditions (heat, ventilation, air conditioning, humidity, etc.) that may impact equipment performance and provide photographs of unusual situations relating to AP placement to aid in installation
9. Verify fitness of structures for mounting equipment (ceiling, post, wall materials, etc.)
10. Mark locations for mounting of access points and antennas
11. Identify locations and requirements for installing Cisco Wireless Control System software and Cisco Secure Access Control Server Appliance at the City Hall East – P4.
12. Determine location of any roof or wall penetrations that will be required
13. Provide itemized listings of cabling, structure modifications or enhancements at each of the sites to ensure that they meet the requirements for the Wireless and Hardwire LAN installation.
14. Document survey results in the Wireless and Hardwire LAN Site Survey Report

Completion Criteria: This activity will be complete when IBM has completed the site surveys and delivered the Wireless and Hardwire LAN Site Survey Report to the LAPD Project Manager and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

Deliverable: Wireless and Hardwire LAN Site Survey Report

1.2.5.3 Wireless and Hardwire LAN Design

Description: The objective of this task is to develop the design detail required for implementation of wireless and hardwire LAN's in the four (4) LAPD division offices and CHE P4 to support wireless and hardwire transfer of video data.

The major sub tasks to be addressed are:

1. Define system performance criteria based on system requirements
2. Define access point and antenna types, quantities, configurations and locations required for the provisioning of wireless video transfer
3. Define Cisco Catalyst 3750G switch (with Integrated Wireless Control Module) configurations
4. Define integration specifications of the two 3750G Integrated Wireless LAN Controllers and the two DVMS servers into the local network at each of the four division locations
5. Design integration specifications of two Cisco ACS appliances and Cisco Wireless Control System server at the P4 site
6. Define Ethernet reel types, quantities, housing and locations required for the provisioning of hardwire video transfer
7. Provide equipment list
8. Provide equipment mounting instructions
9. Provide documentation showing areas of wireless coverage
10. Provide wireless user group specifications
11. Provide Cisco Wireless Control System configuration parameters
12. Provide Cisco Secure Access Control Server Appliance configuration parameters
13. Provide security parameter settings for the Wireless and Hardwire LAN to conform to minimum security recommendation required by California Law Enforcement Telecommunications System (CLETS) FIPS 140-2 and WPA2.
14. The authentication method provided by the Cisco Secure Access Control Server must read and utilize the user databases in the existing LAPD Novell eDirectory which must be at a minimum v8.6 and Novell NDS v6.0.
15. Provide IP addressing scheme
16. Provide requirements for client devices and end users to attach to and operate within the wireless LAN.
17. Provide pre-installation cabling and infrastructure site preparation requirements
18. Provide installation plan
19. Provide system test plan
20. Provide system training plan

21. Provide system support plan
22. For optimum upload performance, all DICVS networked devices (wireless AP, servers, storage, etc., except the existing LAPD computers acting as review-workstations) shall be on the local-video-network (LVN) (comprised of the Cisco 3750G Switches). The LVN can then connect to the LAPD WAN for uploading of video files from the station's local storage (LS) to the central storage (CS).
23. All network ports on the LVN shall be at a minimum Gig-Ethernet ports as specified on the Cisco 3750G Switch.
24. To maximize throughput and contain transfer time, the fifteen (15) wireless access points will be assigned fifteen (15) non-overlapping channels assigned by the wireless control system.
25. IEEE 802.11b wireless mode shall be disabled to avoid interference and degrading the wireless operation. Only IEEE 802.11a and IEEE 802.11g wireless modes shall be active.

Completion Criteria: This task will be complete when IBM delivers the Wireless and Hardwire LAN Design Document to the LAPD Project Manager and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

Deliverable: Wireless and Hardwire LAN Design Document

1.2.6 Develop In-Car System Design

Description: IBM will design and document the equipment configuration of the in-car equipment for the Phase 1. This includes documenting the logical configuration of the system in the vehicle including the mobile data computer (MDC), video processing units, cameras, event triggers, communications equipment, operating system versions and other information that defines the in-car system environment.

IBM will:

1. Develop an installation schematic of the in-car equipment.
2. Document the in-car hardware and equipment configuration.
3. Document the application interface requirements for the user.
4. Document the operating system and software requirements.

Deliverable: In-Car System Design Document

Completion Criteria: This task will be considered complete when IBM has delivered the In-Car System Design Document to the LAPD Project Manager and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

Task Specific Assumptions:

1. LAPD will provide the mobile data computers, operating systems and licenses for this project.
2. LAPD will provide any other software that will run on the MDC that is not specifically provided as part of this SOW (e.g., OS, LAPD applications, etc.).
3. The three hundred (300) patrol cars are of comparable model and configuration.
4. A set of mounting hardware will be provided to accommodate the patrol cars used in the pilot. IBM will work with LAPD to determine the number of mounts for the primary cruiser configurations.

1.2.7 Design the Digital Video System Infrastructure

Description: The purpose of this task is to design the end-to-end digital in-car video infrastructure to meet the specific requirements of Los Angeles Police Department Phase 1 implementation. IBM will provide the services in this task for the Phase 1 implementation of up to 300 in-car units. IBM will provide recommendations for the DICVS solution design including the in-car solution, the back-end server solution, the storage solution, and the data transfer solution for the Phase 1 installation in the four South Bureau Division offices to have upload capability.

The major sub tasks are:

1. Recommendation of LAPD solution architecture and components required for Phase 1.
2. Document the application interface requirements for the user which is provided in the Coban manuals.
3. Document the operating system and software requirements which are provided in the Coban manuals.
4. Recommendation of integration and implementation approach.
5. Document the assumptions underlying the infrastructure design.
6. Determine the end user access requirements.
7. Document the storage capacity requirements.
8. Document the server hardware requirements.
9. Document digital video file transfer equipment and upload process.
10. Architect and design the server and storage infrastructure.
11. Prepare the Digital Video System Infrastructure Design Document which will contain information from subtasks 1-11.
12. Long-term archival storage shall use industry standard LTO-4 equivalent or better. The automated tape library (ATL) system shall be modular to provide upgrade compatibility to future generations of LTO standards.

Deliverable: Digital Video System Infrastructure Design Document

Completion Criteria: This task will be considered complete when IBM has delivered the Digital Video System Infrastructure Design Document to the LAPD Project Manager and it is accepted in accordance with the procedure in Appendix D, "Deliverables Acceptance Procedure."

1.2.8 Develop Acceptance Test Plan/Verification

Description: IBM, with the full participation and concurrence of the City, will develop a mutually-acceptable acceptance test plan for both the in-car and the back office solution for Phase 1. This plan will describe the steps that IBM and the City will use to verify that the system satisfies the system requirements. The plan will describe how to set up the test and acceptable system behaviors in such a way that it can be determined whether the system performed according to plan.

The major subtasks are:

1. Determine prerequisites for the test.
2. Document test set-up instructions.
3. Document testing instructions.
4. Document how test results will be recorded.
5. Define acceptance criteria.

Deliverable: Acceptance Test Plan/Verification Document

Completion Criteria: This task will be considered complete when IBM has delivered the Acceptance Test Plan/Verification Document to the LAPD Project Manager and it is accepted in accordance with the procedures outlined in Appendix D, Deliverables Acceptance Procedure.

1.2.9 Perform Site Survey

Description: The purpose of this task is to conduct a site survey at the four LAPD Division locations (Harbor, 77th Street, Southeast and Southwest Divisions) and City Hall East – P4 that will:

1. Determine the location of the digital video management system (DICVS) server.
2. Document VAC power and plug requirements for server/s, storage and networking switches to be installed in IBM supplied Racks.
3. Determine the location of the access points.
4. Identify the vehicles in which the in-car video equipment will be installed.
5. Identify all local DICVS exterior equipment (e.g., wireless APs, mounting devices, antennae, and Ethernet reels) and servers/storage to be purchased and professional services to be performed for their installation as part of this Statement of Work.

6. Document the results of the site survey performed at the LAPD four South Bureau Division Office locations and City Hall East – P4 and any recommended changes in a Site Survey Form.
7. Review and document with the LAPD Project Manager, the remedial equipment, if any, to be procured or the facility accommodations that must be made by City of Los Angeles Police Department.

Deliverables: Completed Site Survey Form for each location listed above with a summary findings report for all locations including City Hall East – P4.

Completion Criteria: This task will be considered complete when IBM has delivered the Completed Site Survey Form to the LAPD Project Manager and it is accepted in accordance with the procedures outlined in Appendix D, Deliverables Acceptance Procedure.

Task Specific Assumptions:

1. The three hundred (300) patrol cars are of comparable model and configuration.
2. One set of mounting hardware will be adequate for all patrol cars used in the pilot.

1.2.10 Procurement Services

Description: The purpose of this task is to procure the equipment listed in Appendix C, "Equipment List".

The major sub tasks are:

1. Receive authorized LAPD request to purchase specific Products ("Purchase Order")
2. Procure the quantity and types of digital in-car video and networking equipment identified and documented in Appendix C, "Equipment List" and validated during the site survey activity.
3. Coordinate product ordering and shipping to the LAPD location specified on the Completed Site Survey Form.
4. Provide order notification and an estimated delivery date to the LAPD Project Manager
5. Track all orders.
6. Submit invoices to the LAPD Project Manager.
7. Confirm receipt of equipment with the LAPD Project Manager.

Deliverables: None

Completion Criteria: This task will be considered complete when the equipment has been received by City of Los Angeles Police Department and all invoices have been provided to the LAPD Project Manager.

1.2.11 Wireless LAN Installation Preparations

Description: The purpose of this activity is for IBM to prepare wireless LAN infrastructure equipment for exterior installation and to confirm that the site pre-installation preparation steps have been completed:

1. Verify all equipment specified in the Wireless and Hardwire LAN Design Document is at the staging site.
2. Prepare equipment for installation
 - a) Unpack and perform power-on self-tests
 - b) Label equipment as specified in the design document
 - c) Configure equipment as specified in the design document
3. Verify pre-installation exterior site preparation requirements described in the Wireless and Hardwire LAN Design Document have been completed.

Deliverables: None

Completion Criteria: This activity will be complete when IBM has configured the WLAN infrastructure equipment and verified that the pre-installation site preparations have been completed.

1.2.12 Wireless and Hardwire LAN Installation and Test

Description: The purpose of this activity is for IBM to configure, install, test and deploy the exterior wireless and hardwire LAN solution. During this activity, IBM will:

1. Install equipment to support wireless LAN as specified in the Wireless and Hardwire LAN Design Document to include:
 - a) Two (2) Catalyst 3750G Switches, each with Integrated Wireless Controller Module at each of the four (4) LAPD South Bureau locations.
 - b) Up to fifteen (15) access points with antennas, coaxial antenna cables and lightning arrestors at each division office. Connect the AP's to pre-installed Ethernet connections. Connect the pre-installed earth ground cable to each lightning arrestor.
 - c) Up to five (5) wired Ethernet connections at each division office
 - d) Two (2) 2960g Cisco Catalyst Switches to be installed at the 77th Street location.
 - e) Cisco Wireless Control System software at CHE, P-4.
 - f) Two Cisco Secure Access Control Servers appliances at CHE, P-4.
2. Configure Catalyst 3750g Integrated Wireless LAN Controllers as specified in the Wireless LAN Design Document
3. Configure access points as specified in the Wireless and Hardwire LAN Design Document

4. Verify that all access points are operational by simultaneously transferring up to 7GB of video data from fifteen (15) patrol cars to the location's DICVS server.
5. Configure the Cisco Wireless Control System software as specified in the Wireless and Hardwire LAN Design Document.
6. Configure Cisco Secure Access Control Server Appliance as specified in the Wireless and Hardwire LAN Design Document
7. Install hardwire Ethernet reels with protective housing. Connect the reels to the power over Ethernet connections that will be pulled from a central exterior wall location.
8. Verify that each reel is operational by utilizing all five (5) Ethernet wires simultaneously and transferring up to 7GB of video data on each wire from five (5) patrol cars to the location's DICVS server.
9. Execute test plan provided in the Wireless and Hardwire LAN Design Document
10. Provide basic skills instruction to up to five (5) LAPD network engineers, leads and managers;
11. Provide testing, problem determination and remediation during the application testing period
12. Create a Wireless and Hardwire LAN Detailed Implementation Document (As Built)

Completion Criteria: This activity will be complete when IBM has configured, installed and tested the exterior wireless and hardwire LAN as specified in the Wireless and Hardwire LAN Design Document, the Wireless and Hardwire LAN Detailed Implementation Document (As Built) is delivered to the LAPD Project Manager and LAPD has accepted it per the procedure outlined in Appendix D, "Deliverables Acceptance Procedure."

Deliverable: Wireless and Hardwire LAN Detailed Implementation Document (As Built)

1.2.13 Digital In-Car Video Equipment Installation

Description: The purpose of this task is to perform the installation of in-car video equipment in LAPD vehicles. IBM will perform the installation of the first three (3) vehicles while training LAPD staff for future maintenance and installation requirements. The remaining two hundred and ninety-seven (297) vehicles in Phase 1 will be installed as per Attachment A: Additional In-Car Hardware Acquisition and Installation. IBM will provide the documented procedures for using the equipment as described in Appendix A. A "transfer of knowledge" will occur between IBM and key LAPD Fleet technicians as this equipment is installed and tested.

Integrate and Install Digital In-Car Video Equipment

The major sub tasks are:

1. Schedule, through the LAPD Project Manager, the installation of the in-car video equipment in the designated vehicles as outlined on the Completed Site Survey Form.
2. Lead the installation of in-car video equipment specified in Appendix C, "Equipment List" in up to three hundred (300) designated vehicles.
 - a) Mount all in-car equipment
 - b) Perform all necessary wiring
 - c) Configure software and hardware per requirements for standard video capture operation.
 - d) Test the in-car video equipment and verify its proper operation
 - e) Clear area of debris and packing materials
3. Provide Wiring Diagram.

Deliverables:

1. In-Car Video Installation Acceptance Form
2. Coban TopCam Owners Manual
3. Wiring Diagram

Completion Criteria: This task will be considered complete when IBM has:

1. Verified that LAPD has received the procured digital in-car video equipment and documented the serial numbers in an In-Car Video Installation Acceptance Form
2. Installation of the in-car video equipment specified in Appendix C, "Equipment List" is completed for up to three (3) of the three hundred (300) vehicles and the remaining two hundred and ninety-seven (297) as per Attachment A: Additional In-Car Hardware Acquisition and Installation for Phase 1 vehicles and document their location in the In-Car Video Installation Acceptance Form
3. Configured and tested the installed equipment
4. Provided the Coban TopCam Owners Manual to City
5. Provided the Wiring Diagram to City
6. Delivered a hard and soft copy of the In-Car Video Installation Acceptance Form to the LAPD Project Manager and it is accepted by the LAPD Project Manager in accordance with the procedures outlined in Appendix D, Deliverables Acceptance Procedure
7. There will be one In-Car Video Installation Acceptance Form per South Bureau location: Billing Milestones 2, 3, 4 and 5.

Task Specific Assumptions:

1. Final equipment scheme, including wiring in the pilot cars, will be approved by LAPD before the balance of the 300 vehicles is completed.
2. The vehicles scheduled for installation on the agreed upon date will be present and available to the technicians. Failure to have vehicles available during this time may result in additional costs being incurred.
3. If the agreed upon date for installation cannot be met, LAPD will notify IBM fourteen (14) days prior to the scheduled installation date.
4. Digital photographs of the different types of vehicles the TOPCAM G2 units are to be installed in will be provided at least fourteen (14) days prior to installation by LAPD (Photos of the interior, headliner, console, divider cage and any equipment installed in vehicle – one set per vehicle type).
5. Information on the siren and any other “input” device to be integrated with the in-car unit shall be provided at least fourteen (14) days prior to scheduled installation date by City of Los Angeles Police Department.
6. All existing equipment that will interfere with equipment being installed should be removed prior to installation. IBM will not be responsible for the removal of any existing equipment.
7. All scheduled vehicles have been thoroughly assessed by the City and approved for said installation (including battery and alternator charging systems).
8. No equipment installed by either the manufacturer or LAPD, including all emergency equipment and the spare tire, shall be removed, modified or relocated without approval from LAPD/MTD.
9. All items and components shall be capable of being installed and operated without disrupting or disabling any existing vehicle features, systems, or controls. Installation of all equipment shall adhere to all guidelines set forth in Ford up-fitters guide including;
 - a) Equipment shall not be mounted or protrude into any of the air bag zones.
 - b) Equipment shall not be mounted in areas above or near the fuel tank where mounting hardware (screws, fasteners, etc.) may puncture the fuel tank.
 - c) Equipment shall not be mounted where it obstructs driver or passenger officer’s vision.
10. All items and components should be installed, equipped, and designed so they will not pose a safety hazard and adhere to vehicle manufacturer safety standards. No equipment shall be mounted in the rear passenger compartment.
11. All items and components shall not interfere with the activation, operation, or visibility of the various controls and apparatus installed in the vehicle, including siren system, emergency lights, laptop computer, gauges, etc.)
12. The in-car-video system and all related sub-components provided must be installed in a manner that conforms to the overall shape and contour

- of its location in patrol vehicle, as well as the overall layout of other, pre-existing equipment installed in the vehicle.
13. All items and components shall not have sharp edges that could injure personnel or damage police equipment.
 14. The use of any temporary type wiring components such as scotch locks or fuse taps is prohibited. All wiring shall use good quality crimped or soldered connectors equivalent to factory installed equipment only. Wiring shall be in looms and routed and secured away from occupants or moving objects.
 15. Wiring schematics shall be provided for all equipment installed and include where all connections to the vehicle harness or systems are made.
 16. All mounting hardware and equipment shall be designed to be functional, durable and safe within operating extremes as specified in the RFP.
 17. Prior to installation of any equipment, IBM and Coban will meet and confer with MTD staff in regards to installation, wiring, functionality, and equipment documentation.
 18. A prototype vehicle shall be equipped by IBM and made available for inspection and approval by LAPD/MTD before production begins.

1.2.14 Back Office DVS Server Implementation

Description: The purpose of this activity is to implement, configure and provide documentation for the Digital In-Car Video System (DICVS) and to provide a "transfer of knowledge" between IBM and key LAPD technicians as this system is implemented, configured, and tested. IBM is providing four hundred (400) initialized and labeled Gen 4 LTO Tape Cartridges during installation. IBM is providing additional Gen 4 LTO cartridges throughout the Phase 1 deployment to hold two year's images. The final number of cartridges is to be determined through actual usage during the deployment and three (3) months of production operation.

Deploy DICVS Server and RAID Disk Array and Automated Tape Library System

The major sub tasks are:

1. Define, with the LAPD Project Manager, the test procedures and basic functions to be tested on the DICVS servers along with acceptance criteria.
2. Install the DICVS servers at the division office locations and central data storage location (CHE – P4) and integrate into the existing IP network.
3. Configure the DICVS server according to LAPD specifications at the division office locations and City Hall East – P4.
4. Install and configure the Disk Storage and Automated Tape Library System (ATL) at City Hall East – P4.
5. Verify proper operation of the DICVS server.

6. Demonstrate the operation input, cataloging/indexing, query, and management functions of the DICVS server, disk and ATL system to the City of Los Angeles Police Department Project Manager and designated LAPD personnel meeting the defined acceptance criteria.

Deploy Transfer Workstation

IBM will configure transfer workstations at South Bureau Division Office locations which are to be provided by LAPD. There should be one transfer workstation per upload cradle.

The major sub tasks are:

1. Install the transfer workstation and cradle and integrate both into LAPD's existing IP-network.
2. Configure the transfer workstation according to LAPD specifications.
3. Verify proper operation of the transfer workstation by demonstrating the transfer of one vehicle's video data.

Deliverable: DICVS Operating Manual

Completion Criteria: This task will be considered complete when IBM has demonstrated the transfer of one HDD's recorded images from cradle to Transfer Workstation.

1.2.15 Long Term Storage Device Implementation

Description: The purpose of this activity is to deploy hardware and software that will be used for storing the digital video data captured by the in-car units and to provide a "transfer of knowledge" between IBM and key LAPD technicians as this hardware and software is implemented, configured, and tested.

Implement the Storage Equipment

The storage devices for the Phase 1 implementation will be external storage subsystems and an automated tape library (ATL) system. During additional phases, IBM will design and recommend any enhancements and modifications to the storage architecture that will accommodate each additional division and associated police cars.

1. Install and configure the backup device(s) specified in Appendix C.
2. Initialize and label up to 400 storage media (Linear Tape Option G4 cartridges) for initial backup testing.
3. Configure the storage device to communicate with the DICVS server.
4. Verify that the DICVS server can access the device(s).
5. Demonstrate the storage device is functional by backing-up up to seven GB of client test data, from previously recorded media transfer workstation (this is the upper limit of recordings from a single vehicle for one shift).

Deliverable: DICVS Operating Manual

Completion Criteria: This task will be considered complete when IBM has:

1. Enabled the server and archival storage device(s).
2. Configured the storage device to communicate with the DICVS server and demonstrated the back-up and restoration procedures to the LAPD Project Manager and associated City of Los Angeles Police Department technicians.

1.2.16 Training Services

Description: IBM will provide training to end-users and to system administrators. IBM will provide three types of training (described below) as part of this SOW. IBM will teach LAPD fleet installation team how to install the in-car portion of the solution. The end user training is designed to teach the in-car basic functionality, while the administrator training is designed to teach administration and basic setup/configuration of the system.

Training on the Physical Installation of the Digital In-Car Video Solution

1. Provide basic skills instruction for the physical installation of the in-car video equipment for up to seven (7) of LAPD designated personnel (Fleet Installation Technicians) during a single day. This will be performed in the task titled, 1.2.13 "Digital In-Car Video Equipment Installation".
2. Installation training activities include:
 - a) Install in-car digital video system in vehicle.
 - b) Configure in-car video equipment for standard video capture operation.
 - c) Test proper functions of the in-car video equipment using test data for up to ten (10) minutes of video capture.
 - d) Trouble shooting In-Car component problems.
 - e) Test the procedure with up to seven (7) LAPD personnel. Revise procedure as necessary.
 - f) Verify installed system works as specified.
 - g) System overview.
 - h) System requirements overview.
 - i) Electrical requirements overview.
 - j) Components overview.

Officer Training for In-Car Video Capture and Transfer Procedures (In-Car and Back Office) - Training will be provided as "train the trainer" unless otherwise specified

1. Develop training materials for the in-car capture and transfer procedures. The training materials will be in the form of an end-user guide and a quick reference guide (cheat sheet).
2. Conduct two (2) training session for up to twelve (12) of LAPD personnel on the in-car video capture and transfer procedures. These LAPD personnel will serve as trainers for instructing additional LAPD officers. These sessions will take place on one (1) day, will last no longer than four (4) hours and include the following training activities:
3. In-Car Operations:
 - a) System hardware capabilities.
 - b) Features and functionality.
 - i) CPU/Recorder.
 - ii) Microphones (officer and backseat).
 - iii) Camera.
 - iv) Touch-screen monitor.
 - c) System software capabilities.
 - d) Features and functionality.
 - i) User interface.
 - ii) Log-in.
 - iii) System initiation.
 - iv) Data entry.
 - v) Playback.
 - vi) Exiting system.
4. Video transfer:
 - a) Check-in / check-out procedures.
5. DICVS system operation and management:
 - a) Log in.
 - b) Up load video and data.
 - c) Viewing and searching video.
 - d) Retain video and data.
 - e) Export video and data - DVD, CD, VHS tape, etc.
 - f) Special feature - image enhancement.

Training for DICVS (Back Office Equipment Administration)

6. Provide the training material for the DICVS operation of the input, cataloging/indexing, query, and management functions of the solution (which is also provided in the manuals).
7. Conduct one (1) 4 to 6 hour session with up to twelve (12) City personnel (Police Department Officers, SID, ITD System Administrators and/or DA staff or administrative staff [incident copiers for use by attorneys, DAs, etc.]) in the session. This session will take place on one (1) day and includes the following training activities:
 8. System overview.
 9. DICVS software system flow.
 10. DICVS system operation and management:
 - a) Log in.
 - b) User account management.
 - c) Mobile HDD account management.
 - d) Vehicle/mobile unit set up.
 - e) Up load video and data.
 - f) Check-in / check-out procedures.
 - g) Viewing and searching video.
 - h) Retain video and data.
 - i) Export video and data - DVD, CD, VHS tape, etc.
 - j) Special feature - image enhancement.
 11. System setup/Configuration and profile management.
 12. DICVS maintenance - video and data maintenance.
 13. Server maintenance - administrative reports.
 14. Security - server, workstation and mobile unit security settings.
 15. Create and setup client workstation.

Deliverable: End User Training Materials

Completion Criteria: This task will be considered complete when IBM has:

1. Provided basic skills instruction to up to seven (7) of LAPD designated personnel (fleet installation technicians) on the physical installation of the in-car video equipment.
2. Conducted two (2) training sessions for up to twelve (12) persons on the in-car video capture and transfer procedures for Police Department Officers.

3. Conducted one (1) training session for up to twelve (12) persons on the DICVS for the Police Department personnel and IT administration staff.
4. Delivered a copy of the DICVS Operating Manual to the LAPD Project Manager and it is accepted by the LAPD Project Manager in accordance with the procedures outlined in Appendix D, Deliverables Acceptance Procedure.

Task Specific Assumptions:

The administrator training defined above does include training on the backup solution, Tivoli Storage Manager listed in Appendix C.

1.2.17 Final System Acceptance Testing

Description: Once the DICVS is deployed throughout the sites listed in this SOW and fully operational, LAPD will initiate final DICVS acceptance testing, with assistance from IBM, consistent with the mutually agreed to test plan developed in Section 1.2.8. Each billing milestone includes an interim acceptance test per South Bureau location. Therefore, the final DICVS acceptance testing will be abbreviated to a fifteen (15) calendar day continuous operational acceptance test to ensure DICVS performance and appropriate security/access functionality during officer deployment period transitions. The final DICVS acceptance test will require that the DICVS, including all centralized system components, functions without an outage attributable to DICVS components and with all DICVS functionality and capabilities fully operational and usable for fifteen (15) consecutive calendar days.

1. Maintain the DICVS during the final acceptance testing.
2. Support LAPD throughout LAPD's final DICVS acceptance testing activities, per the mutually agreed-to Acceptance Test Plan/Verification Document developed in task 1.2.8.
3. If a system failure occurs and is attributable to a DICVS component, modify the DICVS to correct the deficiency.
4. Remedy issues discovered during the conduct of the acceptance test developed in Section 1.2.8 to demonstrate system functionality and operation consistent with the DICVS Conceptual Design as specified in the RFP and IBM's response.
5. Prepare and submit Status Reports to document system issues identified, IBM's plan to address or correct each such problem, and an associated schedule.

Deliverable: Status Report

Completion Criteria: IBM will have met our responsibilities for this activity when IBM has assisted LAPD with the DICVS acceptance test, per the mutually agreed-to test plan, and addressed issues which interfere with DICVS system functionality. The acceptance test period will be automatically extended until all issues are addressed consistent with the acceptance test.

1.2.18 Final Project Review

Description: The purpose of this activity is to document the accomplishments of the project and to present the Final Acceptance Document to the LAPD Project Manager.

- Review the accomplishments and deliverables of the project with the LAPD Project Manager
- Review the Final Acceptance Document with the LAPD Project Manager

Deliverable: Final Acceptance Document

Completion Criteria: IBM will have met our responsibilities for this activity when IBM has conducted an on-site review meeting and delivered the Final Acceptance Document to the LAPD Project Manager and it is accepted by the LAPD Project Manager in accordance with the procedures outlined in Appendix D, Deliverables Acceptance Procedure.

1.3 City of Los Angeles Police Department Responsibilities

The successful completion of the proposed effort depends on the full commitment and participation of City of Los Angeles Police Department management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by LAPD as scheduled in the project plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Project Change Control Procedure.

1.3.1 City of Los Angeles Police Department Project Manager

Prior to the start of this Statement of Work, LAPD will designate a person, called the LAPD Project Manager, to whom IBM communications will be addressed and who has the authority to act for LAPD in all aspects of the contract.

The LAPD Project Manager's responsibilities include:

1. Serve as the interface between IBM and all LAPD departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the project plan prior to implementation.
3. With the IBM Project Manager, administer Project Change Control.
4. Attend the project kick-off/high level planning session.
5. Attend project status meetings.
6. Obtain and provide information, data, decisions and approvals, within five (5) working days of IBM's request, unless both IBM and LAPD agree to an extended response time.

7. Help resolve project issues and escalate issues within the City of Los Angeles Police Department organization, as necessary.
8. Work with IBM to schedule the on-site survey at LAPD locations.
9. Participate with IBM while IBM demonstrates the operation input, cataloging/indexing, query, and management functions of your content management server.
10. With the IBM Project Manager, coordinate activities for Final System Acceptance.
11. Attend the final project meeting to review the accomplishments and deliverables.

1.3.2 Other City of Los Angeles Police Department Responsibilities

1. Provide security clearance and building access for IBM project personnel. Most of the work involved in this project will be performed during normal working hours (8:00am to 5:00pm). However, on some occasions, LAPD may need to provide access to facilities outside of these hours with 48 hours notice.
2. Receive delivery of the video capture equipment specified in Appendix C, "Equipment List" at your designated location.
3. Provide the workstation and associated operating system to be used as the Transfer Workstations.
4. Designate suitable vehicles in which the in-car video equipment will be installed, and work with IBM to schedule a time to install the in-car video equipment in the LAPD designated vehicles.
5. Provide access to the vehicles at the agreed upon time to allow IBM or our subcontractors to install the equipment.
6. Provide up to seven (7) designated personnel to monitor the installations and to receive basic skills instruction from IBM by observing during the performance of the installation services.
7. Provide suitable training facilities (e.g., table, chairs for staff that will be trained, PC projector and projection screen) for end-user and administrator training.
8. Ensure LAPD designated personnel who attend the training sessions herein have basic server administrator skills for Microsoft SQL 2000 (or higher) and basic database administrator skills for Microsoft SQL 2000 (or higher).
9. Work with IBM to document a set of procedures for the transfer of the digital media to the digital video management system.
10. Identify up to ten (10) of your personnel who will work with IBM to test the transfer procedures.
11. Provide up to ten (10) personnel to attend the training session on video capture and transfer procedures.

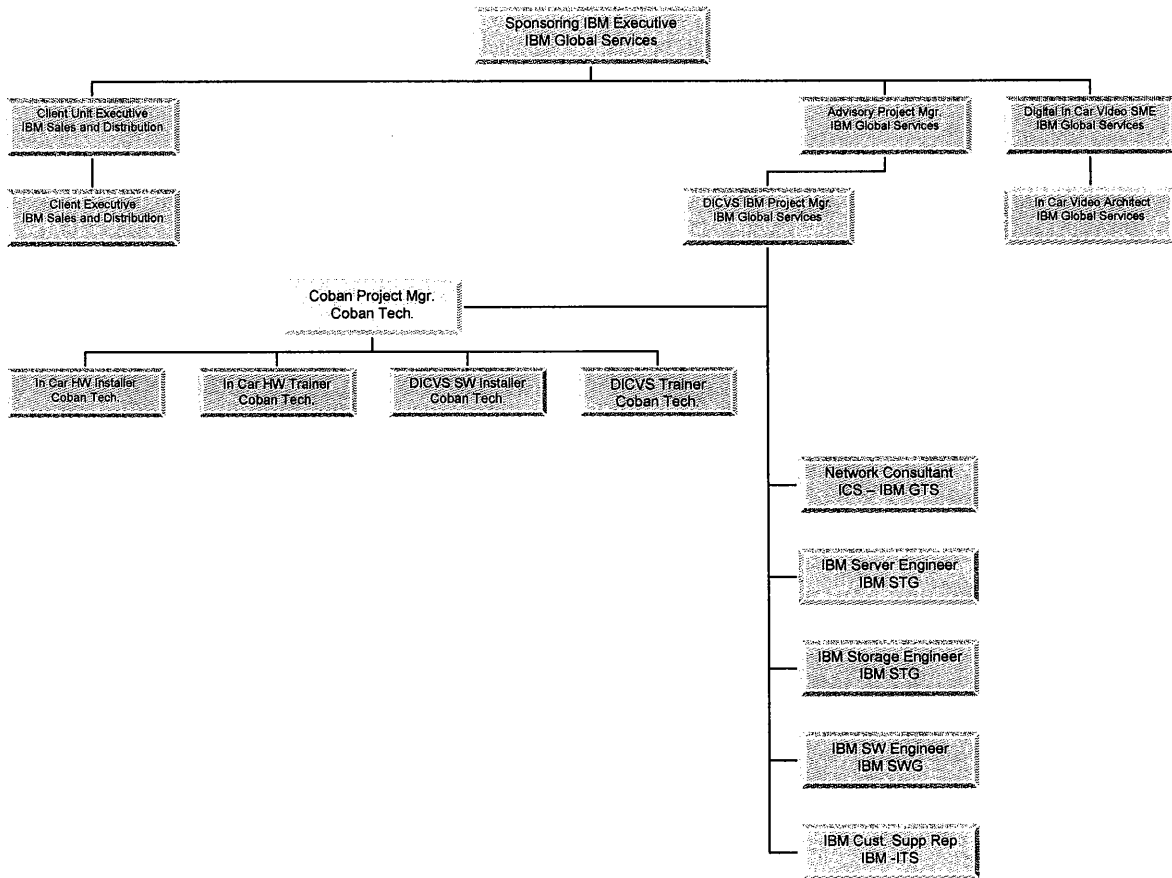
12. Record an instructional video that can be used in training additional personnel and officers
13. Provide access to your existing IP network for the DICVS server and provide any necessary network addresses or other items needed to integrate into the network.
14. Work with IBM to define the test procedures and basic functions to be tested.
15. Provide information on up to five (5) classifications or types of users to be defined for the DICVS server.
16. Provide access to LAPD's existing IP network for the transfer workstation and Cisco 3750G Integrated Wireless LAN Controllers and provide any necessary network addresses to integrate into the network.
17. Provide up to ten (10) designated personnel to monitor the deployment of the transfer workstation and to receive basic skills instruction from IBM by observing our actions during the performance of Services.
18. Provide up to ten (10) personnel to attend the one (1) training session on DICVS management administration procedures.
19. Record an instructional video that can be used in training additional personnel and officers.
20. Identify, collect, and provide input information on legislation that would impact the development of video data retention policies.
21. Make final determination of roles, access authorities and privileges during creation of the Access Control Plan.
22. Work with IBM to identify mounting point locations, provide mounting surface and power facilities for the wireless access points.
23. Provide all required LAN connections for access points and servers.
24. Provide a workstation (either new or existing) that will function as the DICVS workstation. This workstation must have Windows XP operating system and a writeable CD/DVD drive.
25. Provide a Windows 2003 SP1, or greater, license for each server at the South Bureau locations and City Hall East – P4.
26. Install all inside Cat5e cabling and fiber runs (with media converters) that are identified as required for system operation during site surveys
27. Provide secure mounting location for installation of two Cisco 3750G in the garage/basement area of the 77th St Division location.
28. The mounting gear included with the access points are designed to attach to the outside of most structures. Should specialized mounting equipment (outdoor enclosures, etc.) be required, these will be provided by the City of Los Angeles Police Department or procured by IBM through a contract amendment.
29. City of Los Angeles Police Department is responsible for existing LAN/WLAN applications and network communication issues. IBM and LAPD will jointly assess the potential impact on network capacity of the additional recorded transmissions from remote locations to the

- centralized site. LAPD will be responsible for upgrades to the LAN/WLAN to accommodate the incremental network traffic.
30. An operational IP-based network exists in the City of Los Angeles Police Department location where the content management server and upload workstation will be installed. That is, each of the four (4) South Bureau locations that will have upload capability (wired and wireless) and City Hall East, P-4 are connected to the LAPD LAN/WLAN.
 31. City of Los Angeles Police Department will provide a working space for vehicle installation. The installers will require a covered area (e.g., garage, "car port", etc.) with lighting.
 32. LAPD will provide the network integration points (connections) for connecting two Cisco 3750G Integrated Wireless LAN Controllers and two Coban DVMS servers into the local network at each of the four division locations.
 33. At the 77th St Division location, LAPD will provide and install 2 fibers, with UTP-fiber media converters, between the 2nd floor server room and the parking garage basement in order to provide remote connection points for the 2 3750G's.
 34. LAPD will install Cat5e cabling within the walls of each of the 4 division offices. Specifically, the "inside" Cat5e cable run is from the 3750G Integrated Wireless LAN Controllers in a server room to external wall exit point/s. From the external exit point/s, IBM will run the Cat5e cable to the 15 wireless Access Points and the 5 wired Ethernet connection points. The Access Point locations and wired Ethernet locations will be determined during the detailed site surveys.
 35. LAPD will provide a Windows 2003 SP1 or greater based server for hosting the Cisco Wireless Control System at the City Hall East, P4 location.
 36. The workstations provided by the LAPD for use as the transfer workstation should be comparable to the following specification:

Intel P4HT 3.0GHz 800MHz 1MB, 512MB RAM, Dual Layer 16xDVD-RW+/- , 1.44 Floppy Disk, 2 x 80G Western Digital SATA, 512MB RAM, Windows XP – Professional-SP2, LAN attachment, Keyboard, Mouse, 17" LCD Monitor, UPS.

1.4 Organizational Chart and Project Roles and Responsibilities

1.4.1 LAPD DICVS Project Organization Chart



1.4.2. Project Roles and Responsibilities

Proposed IBM Staffing Model – Individual team members may be changed based on their availability or work assignments.

Resource	Involvement	Responsibilities
Sponsoring IBM Executives Diana Ingram dj Ingram@us.ibm.com 1-818-539-3540 Victor Ferreira victorf@us.ibm.com 1-602-217-2466 Kim Hewitt khewitt@us.ibm.com 1-916-641-4447	Part Time (throughout project)	Executive level communications between IBM and LAPD Customer Satisfaction Media Spokespersons Resolution on escalated issues
Advisory Project Manager Jami Rivero jrivero@us.ibm.com 1-818-715-6913	Part time	Provides overall project guidance and direction Advises PM, IBM and LAPD resources on Digital In Car on "Experiences Learned" and "Pitfalls" to avoid based on previous engagements Monitors customer satisfaction and serves as liaison to Sponsoring IBM Executive
Project Manager Josh Beckett josh.beckett@us.ibm.com 1-760-650-4398	Full Time Product procurement Monitors project progress Resource planning and deployment Status reporting Issue escalation	Leads staffing requests and coordinates their deployment and timing at LAPD locations Orders and stages all HW and SW (e.g., Coban, Cisco, IBM servers, storage, and TSM) for installation at appropriate time Conducts internal review of all deliverables Monitors project progress and ensures effort is driving to meet client goals and requirements. Ensures client receives adequate status updates throughout project Reports project milestones to IBM AR for billing to LAPD
Digital In Car Video Subject Matter Expert Michael R. Fenn mfenn@us.ibm.com 1-559-779-2441	Part time (throughout project)	Provide thought leadership on Digital In Car Video implementation
Digital In Car Video Architect Jimmy Newman	Part time Consults on all phases of project	Lead development of solution architecture (e.g., In Car components, wireless network, servers/storage, retention, etc.)

Resource	Involvement	Responsibilities
<p>Jimmy2@us.ibm.com 1-818-539-3788</p>	<p>Monitors project progress Issue escalation</p>	<p>Lead discussion with LAPD on Retention Policy Lead discussion with LAPD on Administrative Policy Lead discussion with LAPD on Officer Training and System Acceptance</p>
<p>Network Consultant(s) Joe Howell johowell@us.ibm.com 1-704-455-6771 Karenne Smith ktsmith@us.ibm.com 1-775-475-0221</p>	<p>Full time (during design of and deployment of wireless network) Responsibility for execution of wireless engagement tasks.</p>	<p>Conduct Site surveys for AP location Conduct RF interference scans Stages and configures all Cisco Wireless and Network HW Conducts Wireless Network Policy Development Prepares wireless deliverables</p>
<p>IBM Server Engineer Bob Fernandes bfernandes@keyinfo.com 866-934-4636</p>	<p>Part Time (during server installation and configuration) IBM HW Status reporting HW Issue escalation</p>	<p>Site survey for server(s) location(s) Installs and configures server(s) to run DICVS application. Tests servers with DICVS application Develops HW configuration schematics and operational usage manuals Conducts internal review of all HW configuration and usage deliverables</p>
<p>IBM Storage Engineer Bob Fernandes bfernandes@keyinfo.com 866-934-4636</p>	<p>Part time (during storage installation, configuration and testing) IBM HW (Storage) status reporting IBM HW (Storage) issue escalation</p>	<p>Site survey for storage location with servers Installs and configures storage within tiered architecture for Disk and Automated Tape Library Develops Storage configuration schematics and operational usage manuals Conducts internal review of all HW configuration and usage deliverables in conjunction with Server Engineer)</p>
<p>IBM SW Engineer Allan Chen allanc@cobantech.com 281-277-8288</p>	<p>Part time (during installation of TSM) IBM SW issue escalation</p>	<p>Reviews HW configurations for minimum requirements Installs and configures Tivoli Storage Manager server Develops TSM procedures as per LAPD retention policies Develops TSM administration and usage manual Conducts internal review of all TSM configuration and usage deliverables in conjunction with Server and Storage Engineers</p>
<p>IBM Systems Support Rep City Hall East P4 Anthony Talavera</p>	<p>Full Time (account SSR will participate in meetings and installation as appropriate)</p>	<p>Account responsibility for all HW Assists with problem determination and problem isolation Assists with keeping all HW microcode</p>

Resource	Involvement	Responsibilities
<p>abtaleve@us.ibm.com 1-800-IBM-Serv Harbor and Southeast Keith Jacobs jkjacobs@us.ibm.com 1-800-IBM-Serv 77th Street Dave Gliedt dgliedt@us.ibm.com 1-800-IBM-Serv Southwest Earvin Monroe elmonroe@us.ibm.com 1-800-IBM-Serv</p>		<p>and/or firmware current Defective HW replacement or service</p>
<p>Coban Project Manager Cindy Chang cindyc@cobanTech.com m. 281-277-8288</p>	<p>Full time (throughout the project)</p>	<p>Work with IBM PM to coordinate Coban product and resources Participate in all project meetings (locally or remote) Review all Coban documentation for completeness, accuracy and clarity</p>
<p>Coban DICVS Trainer Allan Chen allanc@cobantech.com Dan Lam danl@cobantech.com 281-277-8288</p>	<p>Part time (during proposed # of training sessions) Skills transfer to LAPD</p>	<p>Conduct agreed to # of training sessions to named LAPD staff on how to use the Coban DICVS as the back office foundation for the LAPD DICVS Develop training documentation (including video) for LAPD Staff Conducts internal review of all DICVS configuration and usage deliverables in conjunction</p>
<p>Coban In Car Equipment Trainer Gladys Lane elizabethl@cobantech.com 281-277-8288</p>	<p>Part time (during proposed # of training sessions) Skills transfer to LAPD</p>	<p>Conducts agreed to # of training session to named LAPD staff and officers on how to use the Coban In Car Video equipment. Develop training documentation (including video) for LAPD staff Conducts internal review of all DICVS configuration and usage deliverables in conjunction</p>
<p>Coban DICVS Installer Allan Chen allanc@cobantech.com 281-277-8288 Dan Lam</p>	<p>Full time (during installation of back office server</p>	<p>Installs the digital video management software Configures the software as per the hardware installed Configures the administrative parameters as per the LAPD specifications</p>

Resource	Involvement	Responsibilities
<u>danl@cobantech.com</u> 281-277-8288		Installs the TSM software
Coban In Car Installer Gladys Lane <u>elizabethl@cobantech.com</u> 281-277-8288	Full time (during installation of agreed to # of vehicles) Skills Transfer to LAPD staff	Conducts vehicle surveys for installation of In Car equipment (e.g., placement, power, obstructions, etc.) Installs Coban In Car equipment Conducts skills transfer to LAPD staff Develops vehicle equipment installation schematics Conducts internal review of all In Car equipment deliverables

Recommended LAPD Staffing Model

Resource	Involvement	Responsibilities
Executive Sponsor	Attendance at kickoff and planning meetings	Communicate management commitment to this project.
Project Manager	Consistent contact with IBM team. Execution of assigned tasks according to project plan.	Project Lead Provide IBM with relevant scope information Completes Penetration Testing questionnaire Serves as contact for status updates from IBM Recipient of final deliverables Acts as contact for any significant event that requires reporting
Points of contact to network group, server group and all Business Units with control over network segments and servers.	Attendance at all planning meetings. Execution of assigned tasks according to project plan.	Provide input regarding Organizational requirements Process requirements Operational requirements Security issues Change control management considerations

1.5 Preliminary Project Schedule

- Estimated Start Date = February 4, 2008
- Estimated End Date = June 13, 2008

The base Project Plan, which will be modified to reflect actual project start dates, is included as Attachment E.

Reasonable effort shall be made to keep the schedule dates intact.

IBM shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

1.6 Deliverables

The following Type II Deliverables will be delivered to City of Los Angeles Police Department under this Statement of Work. See Appendix A, "Deliverable Guidelines", for a description of each deliverable.

- Status Reports
- Initial Project Plan
- Meeting Summary Report
- IBM Project Change Authorization Form "Sample"
- Digital Media Retention Policy Draft
- Digital Video Access Control Plan
- Digital Video System Networking Requirements Document
- In-Car System Design Document
- Digital Video System Infrastructure Design Document
- Acceptance Test Plan/Verification Document
- Completed Site Survey Form
- In-Car Video Installation Acceptance Form
- Coban TopCam Owners Manual
- Wiring Diagram
- DICVS Operating Manual
- Final Acceptance Document
- Wireless and Hardwire LAN Site Survey and WLAN Design Planning Document
- Wireless and Hardwire LAN Site Survey Report
- Wireless and Hardwire LAN Design Document (as built)
- Wireless and Hardwire LAN Detailed Implementation Document (as built)
- End User Training Materials

1.7 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any of the following first occurs:

- IBM accomplishes the IBM tasks described under "IBM Responsibilities".
- City of Los Angeles Police Department notifies IBM, in writing, that further Services are not required.
- Either of us terminates this Statement of Work under the terms of the Agreement.

Delivery:

IBM will deliver one (1) hard copy of the DICVS Video Operating Manual and one (1) hard copy of the Extended Storage Configuration Document; ATL Configuration Document; ATL Operations Manual, in reproducible format, and one (1) soft copy in a mutually agreed-to medium to the LAPD Project Manager.

A – 20: Final Acceptance Document***Purpose:***

IBM will provide the LAPD Project Manager a document which will summarize the accomplishments of the project.

Content:

The Final Acceptance Document will consist of the following, as appropriate:

- A summary of the project's accomplishments
- A checklist of all project deliverables
- A signature block for the appropriate LAPD Manager

Delivery:

IBM will deliver one (1) copy of the final acceptance document at the final project review.

Appendix B: Project Change Control Procedure

When IBM and City of Los Angeles Police Department agree to a change in this Statement of Work, a written description of the agreed change (called a "Project Change Authorization") will be prepared, which both parties must sign. The Project Change Authorization (PCA) will include the following:

1. Technical or other impact that the change would have on existing System requirements and characteristics;
2. Total cost of the change;
3. Schedule impact of the change for current and subsequent Deliverables;
4. Impact of the change on suppliers, vendors and subcontractors;
5. Impact of the change on the Deliverables;
6. Impact of the change on any other part of this Agreement;
7. Estimated California Sales Tax impact;
8. The period of time for which such statement is valid, but not less than sixty (60) days; and
9. City contract number and date of contract.

Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis only on written authorization from the LAPD Project Manager. The terms of a mutually agreed upon Project Change Authorization will prevail over those of this Statement of Work or any previous Project Change Authorization.

If a change will require additional funding or extension of the project end date, a Contract Amendment will be required. Please refer to Professional Services Agreement between City of Los Angeles and IBM for Digital In-car Video System, section 10.

Sample PCA is included as Attachment F.

Appendix C: Equipment List

Based upon IBM's knowledge of your requirements we are recommending the following equipment.

C1: Equipment List for 300 Car Phase 1 Roll-out:

Coban In-Car Components		
Part Number	Description	Quantity
SYSG2-SCSM	Headliner Module: 6.4" LCD Monitor Power Supply Module 1.8" 4h0G Mobile HDD Microsoft Window XP-PRO Sony Digital Camera IX11A no IR GWD-900 Wireless Microphone Package A Wireless Microphone Transmitter Antenna for Wireless Microphone Wireless Microphone Li-Ion Battery 1400mA Wireless Microphone Leather Pouch Wireless Microphone Charger DC Car Charger Cable Wireless Microphone Wall Charger Cable Wireless Microphone Receiver Antenna for Wireless Microphone Receiver 12ft. In-Car Covert Microphone Gen II System and Application Software License	300
Coban Options		
Part Number	Description	Quantity
SCOPT-08	Add Additional Back Seat Infrared Camera to Main Camera Module (This upgrade must be addressed during initial order)	300
SCOPT-03	Dual Microphone Receiver Module (Receiver Only)	300
SCMIC-CHG12	12 Mic Charging Station	60
SCOPT-02	MDT- Hardware Integration (includes cables with setup)	300
SCOPT-14	Visor Mount Ethernet Port	300
SYSTS-01	Tech Support Kit	5

COBAN SPARES		
Part Number	Description	Quantity
SCMIC-PKGBT	Package B (Transmitter) Wireless Microphone Transmitter Wireless Microphone Li-Ion Battery 1400mA Wireless Microphone Leather Pouch AC Charger Car Charger Lapel Microphone and Antenna	900
SCMIC-LAVA	Lavalier Microphone	600
SCMIC-LAVA	Lavalier Microphone (to be purchased separately by LAPD)	700
IN-CAR WIRELESS and Hardwire		
Part Number	Description	Quantity
In-Car Antenna		
AWIR-INT	TopCam In-Car Wireless External Fixed Mount Antenna Cable with Reverse Polarity Connector	300
D201077-AIMark	Ethernet Retractable cable reel 50 ft Pigtail cable length 3 ft	20
COBAN BACKOFFICE		
DICVS Software		
Part Number	Description	Quantity
WDVMS-LC	DVMS Software License Fee / In-Car Unit (DVMS is licensed per car)	300
	Enterprise DVMS License and Support (annual)	
WDVMS-ENT1	Precinct - 5 year coverage	4
WDVMS-ENT2	Central Server - 5 year coverage	1
Hardware		
BUPL-01	Mobile HDD Up-Load Stand	16
Backoffice Services		
Part Number	Description	Quantity
LSET-01	Workstation Hardware and Software configuration	5
LSET-03	Server with Internal RAID Hardware and Software configuration	5
LSET-05	Tape Library Hardware and software configuration	1
LSET-06	Workstation HW and SW Configuration	1
LSET-08	Onsite Vehicle Site Survey	1

In-Car Installation		
Part Number	Description	Quantity
LINST-01	In-Car Hardware Installation	300
Training		
Part Number	Description	Quantity
LTRAN-01	In-Car Installation Training	1
LTRAN-02	On-Site Officer Training - Train the Trainer	1
LTRAN-03	On-Site Back Office Training - Train the Trainer	2
Coban Miscellaneous		
Part Number	Description	Quantity
WARR-G23	TopCam G2- Five Year Extended Warranty (include DVMS Annual License Fee and Standard 1st yr. Manufacturers Warranty)	300
LSHIP-01	Shipping per unit (TopCam)	300

C2: Equipment List for Exterior Wireless and Hardwire Installation:

Cisco Hardware		
Part Number	Description	Quantity
<u>Access Points</u> Cisco 1242 802.11a/b/g Access Points w/RP- TNC connectors		
AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Configuration	60
AIR-PWR-CORD-NA	AIR Line Cord North America	60
AIR-PWR-A	Power Supply In:100-240VAC Out:48VDC 380mA - 1100, 1130AG, 1200	60
S124RK9W-12311JX	Cisco 1240 Series IOS WIRELESS LAN LWAPP RECOVERY	60
<u>Wireless LAN Control System</u>		
WCS-STANDARD-K9	WCS Top Level SKU for AP capacity options.	1
WCS-APLOC-100	Option Of WCS-Standard-K9 100 APs Location. License Only.	1
<u>Cisco 3750 Ethernet Switches w/Integrated Wireless LAN Controller</u>		
WS-C3750G-24WS-S25	Cisco Catalyst 3750G Integrated Wireless LAN Controller	8
AIR-PWR-CORD-NA	AIR Line Cord North America	8
CAB-STACK-50CM	Cisco Stack-Wise 50CM Stacking Cable	8
SWLC4400K9-40	Software for WLC4400 wireless controllers	8
SWLC3750-25-K9	IP BASE W/O CRYPTO WITH WEB BASED DEV MGR	8
GLC-SX-MM=	GE SFP, LC connector SX transceiver	16

<u>2960g Switches (77th Street)</u>		
WS-C2960G-8TC-L	Catalyst 2960 7 10/100/1000 + 1 T/SFP LAN Base	2
<u>Cisco Secure Access Control Server</u>		
CSACSE-1113-K9	Cisco Secure ACS 4.0 Solution Engine 1113 Appliance	2
CAB-AC	Power Cord, 110V	2
CSACSE-4.0-SW-K9	Configuration Option; CSACS 4.0 Software loaded on Cisco 1112	2
<u>2.4 GHz Antennas (various) for 802.11 b/g radios</u>		
AIR-ANT2485P-R=	2.4 GHz, 8.5 dBi Patch Antenna w/ RP-TNC Connector	16
AIR-ANT2460P-R=	2.4 GHz, 6 dBi Patch Antenna w/RP-TNC Connector	16
<u>5.0 GHz Antennas for 802.11a radios</u>		
AIR-ANT5195P-R=	5GHz 9.5dBi Patch Antenna w/RP-TNC connector	30
AIR-ANT5160V-R=	5GHz 6dBi Omni Antenna w/RP-TNC connector	30
<u>Misc mounting, cables, lightning arrestors, etc.</u>		
TW-LP-RPTNC-002	Lightning Arrestor 0-6Ghz	90
AIR-ACC2662=	Antenna Mount for use with ANT1949 and ANT5195	90
AIR-CAB005LL-R=	5 ft Low Loss RF cable w/RP-TNC connectors	120
AIR-CAB050LL-R=	50 ft. LOW LOSS CABLE ASSEMBLY W/RP-TNC CONNECTORS	30
AIR-CAB100ULL-R	100 ft. Ultra Low Loss Cable Assembly W/RP-TNC Connectors	30
<u>Outdoor Access Points Enclosures</u>		
581 V12106-L-O-2 Tessco	12X10X60 NEMA 4X AP enclosure	20
XPHC1242	14X12X6 Heated/Cooled NEMA 4X Enclosure Latch Enc.	40
TBD	NEMA 4X AP Enclosure Mounting Hardware	60
100-02-03-P18	Prebuilt 18" 100 Cable for NEMA Enclosure	120
HI14XGY Hubbell	NEMA 4X surface mount box for outdoor Ethernet connection	20
HI15E Hubbell	Cat5e jack for NEMA 4X surface mount box	20
HIC Hubbell	Protective cap for Cat5e jack	20
Anixter 200609	24X21X24 12 RMU wall mount cabinet	1

C3: Equipment List for City Hall East – P4 Installation:

IBM Hardware		
Part Number	Description	Quantity
IBM System x3950 Server	Xeon Dual Core, 2x3.0GHz/667MHz, 4MB L2 12GB RAM 146 Gb Internal Hot Swap Disk Storage Redundant Power Supply Windows 2003 Server Enterprise Edition MS SQL 2005	2
IBM Storage System DS4700 w/SVC	260 TB Disk Storage NetBAY42 ER Enterprise Rack Cabinet – 42u (servers and storage)	1
IBM TS3500 LTO Tape Library	112 Tb Tape Capacity (really 1.285 PB) with 1607 slots	1
LTO Tape Cartridges 3588-F4A	Ultrium Generation 4 800GB Cartridges	400
93084RX	NetBAY 42 ER Enterprise Rack Cabinet – 42U standalone/primary	1
IBM/MS Software		
Part Number	Description	Quantity
MS-SRV Windows 2003 Server	Enterprise Edition	1
MS SQL	Sequel Server 2005	1
Tivoli Storage Manager	IBM TSM for Application Servers	1

C4: Equipment List for South District Locations (4):

IBM Hardware		
Part Number	Description	Quantity
IBM System x3650 Server	Dual-Core Intel Xeon Processor 3.2 GHz/1066MHz/2x2M L2 8GB RAM 1.1 Tb Internal Hot Swap Disk Storage Redundant Power Supply	8
IBM Storage System DS4700	3Tb usable Disk Storage Enhanced Remote Mirror	4
NetBay43 Equipment Racks	ER Enterprise Rack Cabinet – 42u (network, servers and storage)	4
IBM/MS Software		
Part Number	Description	Quantity
MS-SRV Windows 2003 Server	Enterprise Edition	8
MS SQL	Sequel Server 2005	8

C5: Repair/Replacement Schedule:

DICVS Hardware	
Cisco: 1242 Access Points; 3750 Switch/LAN Controller; and 2960G Switch	5 year coverage – 3750 On-site repair Next Business Day 8 a.m. to 5 p.m.; 2960 and 1242 unit replacement Next Business Day 8 a.m. to 5 p.m.
Coban TopCam (camera and CPU)	5 year coverage – Monday through Friday 8 a.m. to 6 p.m. (Central) Technical Support. 72 hour replacement of system unit if system totally non operational. 96 hour replacement of individual failing unit (i.e., camera, microphone, hard drive or receiver)
IBM Hardware: xSeries servers (3950 and 3650); 4700 disk storage and LTO Automated Tape Library	5 year coverage - 24 hours a day, 7 days a week and 4 hour response with on-site service

Appendix D: Deliverables Acceptance Procedure

1. One (1) printed draft and an electronic copy of the Deliverable will be submitted to the City of Los Angeles Police Department Project Manager. It is the City of Los Angeles Police Department Project Manager's responsibility to make and distribute additional copies to any other reviewers.
2. The City of Los Angeles Police Department Project Manager agrees to inform the IBM Project Manager within five (5) business days if City accepts the Deliverable or provide a documented list of issues, together with reasonable detail, if City believes IBM has not satisfied the criteria for the applicable Deliverable.
3. The IBM Project Manager will review the City's issues and implement those changes that IBM and City jointly deem necessary to meet the specifications for the applicable Deliverable as stated in Appendix A, Deliverable Guidelines and provide the revised Deliverable to City's Project Manager, at which time the Deliverable will be deemed accepted. Any unresolved issues will be managed in accordance with Section 12 of the Professional Services Agreement between City of Los Angeles and IBM for Digital In-Car Video System.
4. If the IBM Project Manager does not receive notice or a list of issues within five (5) business days, the Deliverable will be deemed accepted, and all obligations of IBM regarding such Deliverable will be deemed satisfied.
5. Status Reports are exempt from this procedure.

Appendix E: Final System Acceptance

The Notice of Final System Acceptance of the DICVS shall be issued by City in accordance with Section 3 of the Agreement and after IBM has met the requirements for System completion established below. City's review of the System's acceptability shall include, but is not limited to:

- Reviewing the Deliverables for completeness and comprehensiveness and assuring that the Deliverables adequately meets City's needs.
- Testing and accepting or rejecting the system, confirming that the system meets the requirements as specified in the Statement of Work.

Upon completion of the DICVS, IBM must provide City with a Notice of System Completion for the DICVS, certifying that:

1. IBM has completed all work as set forth in this Statement of Work related to the completed System, with the exception of System Warranty and System Maintenance and Support Services required pursuant to this Statement of Work;
 2. IBM has provided Deliverables to City that meet the requirements set forth in the Agreement and the Statement of Work, for the System which IBM seeks Final System Acceptance; and
 3. IBM has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- City shall issue either a Notice of Final System Acceptance or a Notice of System Rejection within fifteen (15) business days after receipt of IBM's Notice of System Completion. If City has issued a Notice of Final System Acceptance to IBM, it shall constitute formal acceptance of all of IBM's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects IBM's Notice of System Completion, City shall issue within the same fifteen (15) day period, a Notice of System Rejection specifying the reasons for such rejection. City and IBM shall meet immediately, but in no event later than ten (10) business days after receipt by IBM of the Notice of System Rejection, to discuss said Notice. IBM shall develop and have available at this meeting, a detailed plan identifying the specific actions to be taken by IBM to address the issue(s) identified in the Notice of System Rejection.

If the City and the IBM cannot agree on the resolution of issues necessary for issuance of the Notice of Final System Acceptance, such differences shall be

resolved in accordance with Section 12 of the Professional Services Agreement, Disputes.

If City determines that a Deliverable, or any part thereof, requires correction prior to Final System Acceptance, City has the absolute right to use the Deliverable until such time as IBM can remedy the identified deficiency, including but not limited to placing the DICVS in a production environment or otherwise use the Deliverable in connection with the LAPD's conduct of its business.

Attachment A: Additional In-Car Hardware Acquisition and Installation

City of Los Angeles has requested pricing quotes for additional hardware and services that are outside the original proposal. Following are a description and price of the hardware that City intends to purchase and description and price of the services that City requests IBM to perform.

Lapel Microphones:

IBM will provide six hundred (600) Lapel Microphones as part of the RFP proposal. This quantity will equip each of the three hundred (300) South Bureau Police cruisers with two (2) Lapel type microphones. City requests to purchase an additional seven hundred (700) Lapel Microphones. The additional Lapel microphones ensure that LAPD will have a sufficient number of charged microphones as officers come off shift and other officers go on shift. The supplementary Lapel microphones also provide an available pool of spares.

The Lapel Microphone is part number SCMIC-LAVA. IBM is to provide the seven hundred (700) additional microphones to City at a cost of \$33,600. The sales tax is calculated to be \$2,772 for a total of **\$36,372**

In-Car Equipment Installation

IBM will install three (3) LAPD Police cruisers as part of the RFP Proposal. This installation is the basis for the In-Car training of City staff. LAPD requests IBM provide installation services for the installation of an additional two hundred and ninety-seven (297) Police Cruisers. The use of the IBM installation team will expedite the In-Car equipment roll-out and ensure a consistent process across the vehicles to be deployed in Phase 1.

IBM will install, configure and test the two hundred and ninety-seven (297) Police cruisers with the Coban In-Car equipment as per Sections 1.2.6 and 1.2.13 of the Statement of Work. IBM is to provide installation of the two hundred and ninety-seven (297) Police Cruisers at a cost to City of \$178,650. Installation is a service so there is no sales tax. The total for the supplemental In-Car equipment installation is **\$178,650**.

Attachment B: IBM to City of Los Angeles Limited Warranty Statements

IBM Warranty Service for Cisco Products:

Statement of Work for Cisco Products



LAPD Cisco
5-14-07.pdf

Schedule for Cisco Hardware



MMS for CP and CS
Schedule Hardware \

Schedule for Cisco Software



MMS for CP and CS
Schedule Software V1

IBM Warranty Service for Coban Products:

Statement of Work for Coban Products



LAPD Statement of
Work for ServiceElite



Statement of Work for ServiceElite

Both of us agree to add the following Services as part of our ServiceElite contract.

Managed Maintenance Solution for Cisco Products

For those Eligible Cisco Machines specified in the Schedule, IBM will provide Managed Maintenance Solution for Cisco Products (hereinafter referred to as "Service" or "MMS for Cisco Products") consistent with your selected Service level. In addition, for Cisco machine code installed on covered Eligible Cisco Machines, IBM will support each major release and version of the Cisco software for the contracted period or until the announced Cisco End of Software Maintenance date.

IBM requires up to thirty days to implement support on all Eligible Cisco Machines you add to this contract or relocate while under this contract. However, IBM will make a commercially reasonable effort to provide support to you sooner if you have a specific Service request.

The Schedule will identify the Eligible Cisco Machines by Specified Location, Service support level, and period for which you have contracted this Service. All Eligible Cisco Machines by type at a given Specified Location must be maintained at the same Service support level. Eligible Cisco Machines will not be automatically added to your covered inventory and this Service will not automatically renew. You may request to add or continue Service for Eligible Cisco Machines but such will be accomplished by issuance of a new Schedule that will document the new prepaid period and the charges that apply for such.

Service Definitions

"Advance Replacement" means shipment of replacement FRU(s) in advance of receipt of failed/defective FRU(s).

"Field Replacement Unit (FRU)" means any component or sub assembly of an item or unit of Hardware that can reasonably be replaced at your location. FRU(s) may also be subject to size and weight limitations.

"Four-Hour Response" means: (i) for Advance Replacement Service, the four (4) hour time period commencing upon IBM's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered on-site; and (ii) for On-Site Service, means the four (4) hour time period commencing upon IBM's problem diagnosis and determination that remedial On-Site Service is required and ending when IBM's personnel arrive on-site.

"Hardware" means those Eligible Cisco Machines that you currently have covered under this Service contract.

"Intrusion Prevention System (IPS) Support" means access to a library of signature files used by your Cisco IPS enabled machine to monitor and analyze traffic in real time for malicious or unauthorized anomalies and misuse such as viruses, worms, denial-of-service attacks and other internal and external threats that could degrade network performance. You may order this support as an optional feature under this MMS for Cisco Products.

This 1) Statement of Work, 2) its applicable Transaction Documents (e.g., Attachments, Schedules, and Change Authorizations), and 3) the IBM Customer Agreement (or an equivalent agreement in effect between us) identified below comprise the complete agreement regarding the Services described in this Statement of Work and its applicable Transaction Documents and replace any prior oral or written communications between Customer and IBM. In entering into this Statement of Work, neither party is relying on any representation that is not specified in the Statement of Work or the documents specified in the preceding sentence, including without limitation any representations concerning: 1) estimated completion dates, hours, or fees to provide any Service; 2) the experiences or recommendations of other parties; or 3) results or savings Customer may achieve. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "you" and "your" refer to the Enterprise identified below.

Agreed to:
CITY OF LOS ANGELES

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise Number: 05302000

Reference Agreement number:

Enterprise address:

Reference Attachment number: MAX4L6K

POLICE DEPT
PARKER CENTER
150 N LOS ANGELES ST
ROOM 710
LOS ANGELES CA 90012-3302

Statement of Work number: AG5FC6

IBM Address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082

Enterprise telephone number:

Enterprise billing Address:

CITY OF LOS ANGELES
PARKER CENTER RM 710
150 N LOS ANGELES ST
LOS ANGELES CA 90012-3302

"Local Time" means local time _____ day through Friday (excluding our observed holidays)

"Remedial Hardware Maintenance" means diagnosis and on-site replacement of Hardware components with FRU(s).

"Software" means supported releases of those Cisco software programs which are installed on the Hardware and for which you maintain a current valid paid license.

"Two-Hour Response" means: (i) for Advance Replacement Service, the two (2) hour time period commencing upon IBM's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered on-site; and (ii) for On-Site Service, the two (2) hour time period commencing upon IBM's problem diagnosis and determination that remedial on-site Service is required and ending when IBM's personnel arrive on-site.

Service Support Levels (applicable level for each Eligible Cisco Machine, including IPS Support if selected, will be identified in the Schedule)

Advance Replacement Services:

1) MMS for Cisco Products 8x5xNext Business Day:

Advance Replacement to arrive on the next business day provided that IBM's determination of Hardware failure has been made before 3:00 p.m. Local Time. If you make a request after 3:00 p.m. Local Time, IBM will ship the Advance Replacement the next business day.

2) MMS for Cisco Products 8x5x4:

Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Local Time the same business day, provided that IBM's determination of Hardware failure has been made before 1:00 p.m. Local Time. If you make a request after 1:00 p.m. Local Time, IBM will deliver the Advance Replacement the morning of the next business day.

3) MMS for Cisco Products 24x7x4:

Advance Replacement on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including observed holidays.

4) MMS for Cisco Products 24x7x2:

Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including observed holidays.

On-Site Services:

1) MMS for Cisco Products On-Site 8x5xNext Business Day:

Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Local Time provided IBM's determination that on-site Service is required has been made before 3:00 p.m. Local Time the prior day (otherwise, second business day will be provided for calls placed after 3:00 p.m. Local Time).

2) MMS for Cisco Products On-Site 8x5x4:

Four Hour Response for Remedial Hardware Maintenance service between 9.00 a.m. and 5.00 p.m. Local Time the same business day, together with parts, labor and materials, provided IBM's determination that on-site Service is required has been made before 1:00 p.m. Local Time.

3) MMS for Cisco Products On-Site 24x7x4:

Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including observed holidays, together with parts, labor and materials.

4) MMS for Cisco Products On-Site 24x7x2:

Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including observed holidays together with parts, labor and materials.

Note: IBM will use commercially reasonable efforts to provide you with the Service support level you select. Some elements of the Service are subject to geographic and weight restrictions depending upon your location. You can check to see where a specific level of Service is available by accessing the Cisco Service Availability Matrix at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi FRUs will be shipped using Cisco preferred carriers, freight prepaid by Cisco. If you would like to use the services of an alternative carrier then this will be at your expense. Cisco will provide you with Advance Replacement(s) that are either new or equivalent to new. Advance Replacement and On-Site Services are not available for certain consumables (for example, cables, power cords and mounting hardware).

IBM Responsibilities

IBM will:

1. perform initial problem determination remotely via the IBM Remote Support Center for every Hardware and Software Service request;
2. for On-Site Service levels, dispatch a Service technician if, at IBM's sole determination, on-site support is required for a Hardware problem;
3. for Advance Replacement Service levels, engage Cisco whenever IBM determines that a failed Hardware component or chassis requires that Cisco ship a replacement to you, for installation by you;
4. for Intrusion Prevention System (IPS) Support, provide you access to network signature files and signature file based network layer protection used to protect against threats that could degrade your network performance;
5. assist in providing work-around solutions to reported Software problems, or work with Cisco to implement a patch to newly reported problems;
6. provide you with Software updates and, if you have paid for a Feature Set Upgrade license with support, updates for such Feature Set Upgrade, when the updates are available and you request them from IBM. Software updates and any supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Software release. You can, however, purchase additional copies from Cisco;
7. authorize you for access to the IBM Remote Support Center (RSC) which is available 24 hours per day, 7 days per week to assist with your Hardware and Software use, configuration and trouble shooting issues and access to Cisco.com; and
8. authorize you for electronic access to Cisco Connection Online ("CCO"). CCO provides you with technical and general information on Cisco Hardware and Software, access to Cisco's online Software library, and solutions to known Software problems.

Your Responsibilities

You agree to:

1. contact IBM for all Service requests;
2. follow all Cisco and IBM provided guidelines (such as operators manuals and call placement procedures) pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request;
3. upon request, provide IBM temporary access to your Hardware via modem or the Internet for remote problem diagnosis and correction. You are responsible for supplying the modem and telephone lines required at your facility and providing IBM temporary user access to the Hardware while under your control. You remain responsible for the security of your information. You agree to maintain procedures for reconstruction of lost or altered files, data, and programs;

4. for Advance Replacement Service levels, perform all on-site activities to remove and replace a failed component or chassis for which a replacement has been sent to you by Cisco to resolve a reported Hardware problem. In addition, you agree to repackage the failed component or chassis in the same container the advance exchange replacement arrived in, carefully following the enclosed Cisco return material authorization packaging instructions. You will be responsible to pay the then current list price, indicated on the Cisco Web site, for any failed part that is not returned to Cisco (or in transit to Cisco with proof of return shipment on file) within ten calendar days from the delivery of the replacement to your Specified Location;
5. upgrade to the most current Software level which contains corrective code to correct a reported Software problem or if needed to assist with problem determination;
6. provide IBM with one month's written notice for moves, additions, or deletions of Hardware. You also agree to notify IBM of any modification to the Hardware or Software configuration, including upgrades or changes to FRUs not in the original configuration, within thirty (30) days of such modification; and
7. when requested, provide a list of all your personnel that you have authorized to use IBM and Cisco resources (e.g. RSC, OCO, Cisco.com) under this Service.

In addition, for On-Site Services

You agree to:

1. provide an appropriate work environment and reasonable access including working space with heat, light, ventilation, electric current and outlets, and local telephone extension in proximity to the Hardware for the use of Service personnel;
2. back-up Software images and configurations on a regular basis and provide those images and configurations to Service personnel in connection with Remedial Hardware Maintenance;
3. ensure all Hardware is installed below ten (10) feet. For Hardware installed above four (4) feet, provide ladders that reach the height of the Hardware;
4. provide Terminal File Transfer Protocol (TFTP) capabilities or Internet access for the purpose of downloading Software images by Service personnel; and
5. provide safety and security protection for Service personnel when they must work at your unmanned sites.

IBM's Service support does not cover:

1. performing Hardware or Software installation, configuration, or customization;
2. furnishing of any Hardware and/or memory upgrade required to run new or updated Software;
3. service of features, parts, devices, or software not supplied by either Cisco or IBM;
4. furnishing accessories and supply items or replacing expendable parts (such as cables, power cords, and rack mounting kits);
5. service of Hardware damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
6. service of Hardware used other than as specified in applicable Cisco-supplied documentation;
7. service of Hardware with removed or altered machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible;
9. service of Hardware alterations;
10. electrical or site work external to the Hardware;
11. service of Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such service (e.g. hoist, harness, ladder in excess of 8 feet).
12. pre-assembly of FRUs shipped to you under an Advance Replacement Service level; or
13. Advance Replacement Service at any unmanned site where your representative is unavailable to receive the FRU.

Hardware must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect Hardware within one month from the start of Service. If the Hardware is not in an acceptable condition for Service, IBM will notify you and you may either 1) have the Hardware restored for a separate charge or 2) terminate coverage and pay IBM for inspection and Service charges incurred on your behalf.

Upon written notice, IBM may terminate coverage for Cisco products due to lack of Cisco technical support or available repair parts. Section 7, "Renewal and Termination," of the referenced Attachment does not apply to this Service.

Managed Maintenance Solution for Cisco Software

For those Eligible Cisco Programs specified in the Schedule, IBM will provide Managed Maintenance Solution for Cisco Software (hereinafter referred to as "Service") consistent with your selected Service support level.

IBM requires up to thirty days to implement support on all Eligible Cisco Programs you add to this contract. However, IBM will make a commercially reasonable effort to provide support to you sooner if you have a specific Service request.

The Schedule will identify the Eligible Cisco Programs by product number, Specified Location, Service support level, and period for which you have contracted this Service. Eligible Cisco Programs may consist of the following software as made available by Cisco: 1) Cisco's Contact Center Business Unit ("CCBU") and includes but is not limited to the software in the following product lines: Cisco Intelligent Contact Management ("ICM") software and Cisco Customer Interaction Suite software; 2) Cisco's Internet Protocol Contact Center Group and includes but is not limited to the software in the following product lines: Cisco ICD software and Cisco IVR software; 3) software that Cisco designates as CCBU Software; and 4) software limited to support by qualified integrators under Cisco's Advanced Technology Provider ("ATP") or Specialization programs. Your elected coverage may consist of some or all of the above listed software.

All Eligible Cisco Program licenses and configurations at a given Specified Location must be maintained at the same Service support level. This Service will not automatically renew. Once a coverage period expires, you may request to continue the Service for those Eligible Cisco Programs but such will be accomplished by issuance of a new Schedule which will document the new coverage period and its associated charges.

The list of Eligible Cisco Programs will change periodically to reflect additions of new programs or deletions of programs or program releases at their end-of-life date as determined by Cisco and posted at their product Web site.

Service Definitions

"Software Application Support (SAS)" means voice and electronic support for all covered Eligible Cisco Programs including Maintenance Releases and Minor Releases.

"Software Application Support plus Upgrades (SASU)" means SAS support plus Major Releases for all covered Eligible Cisco Programs.

"Maintenance Release" means an incremental release of an Eligible Cisco Program that provides one or more maintenance fixes and may provide additional software features. Maintenance Releases are designated by Cisco as a change in the digit(s) to the right of the tenths digit of the version number (x.x.(x)) or to the right of the hundredths digit of the version number (x.x.x.(x)).

"Major Release" means a release of an Eligible Cisco Program that provides additional software features is designated by Cisco as a change in the ones digit of the version number ((x).x.x).

"Minor Release" means an incremental release of an Eligible Cisco Program that provides maintenance fixes and additional Software features. Minor releases are designated by Cisco as a change in the tenths digit(s) of the version number (x.(x).x).

"Off Shift" means all hours outside of Prime Shift.

"Prime Shift" means from 8:00 a.m. to 5:00 p.m. in your local time zone where you receive the Service, Monday through Friday (excluding holidays).

"Third Party Products" means third party hardware and software products, and all upgrades thereto, that are required for:
a. the operation of Eligible Cisco Programs in conformance with the applicable Eligible Cisco Program documentation; and
b. IBM's support of the Eligible Cisco Programs under this Service.

Severity Level Definitions

Severity 1: Critical business impact, this indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution.

Severity 2: Significant business impact, this indicates the program is usable but is severely limited.

Severity 3: Some business impact, this indicates the program is usable with less significant features (not critical to operations) unavailable.

Severity 4: Minimal business impact, this indicates the problem causes little impact on operations or that a reasonable circumvention to the problem has been implemented.

IBM Responsibilities

With SAS support, IBM will provide the following for your covered Eligible Cisco Programs:

1. support for basic, short duration installation, usage and configuration questions;
2. information regarding publications;
3. support for code related problem questions;
4. review of diagnostic information to assist in isolation of a problem cause;
5. fixes for known problems and corrective service information that you are entitled to receive under the terms of the applicable Eligible Cisco Program license;
6. work-around solutions or patches to reported problems using commercially reasonable efforts. IBM will determine if a patch exists for a reported problem and if so, IBM will assist you in obtaining the applicable patch which may be downloaded from Cisco.com or sent to you on media such as CDROM;
7. Minor Releases and Maintenance Releases but not including Major Releases. These will be provided via Cisco.com or CDROM (1 copy including supporting documentation) provided you have a valid license and current support coverage; and
8. access to Cisco.com for on-line technical and general information.

Resolution of problems caused by Third Party Products is the responsibility of the Third Party Products vendors. For such problems, you must contact the applicable Third Party Products vendors directly and work with them to resolve the problems.

With SASU support, IBM will provide the following for your covered Eligible Cisco Programs:

1. all of the support identified under SAS above; and
2. Major Releases. These will be provided via Cisco.com or CDROM (1 copy including supporting documentation) provided you have a valid license and current support coverage.

Response criteria

IBM will use commercially reasonable efforts to respond, by telephone or electronically, to Service requests from you within one hour during Prime Shift. IBM's initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift, IBM will use commercially reasonable efforts to respond within one hour to telephone Service requests which you specify to be Severity 1 or Severity 2 problems. All other Service requests (telephone and electronic) occurring outside of Prime Shift will be handled the next business day. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.

Your Responsibilities

You agree to:

1. designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point to whom we may direct general technical information pertaining to your Eligible Cisco Programs. Your Primary Technical Contact and each caller must have sufficient technical knowledge of your supported products environment to enable effective communication with our support center;
2. ensure you are properly licensed to all Eligible Cisco Programs for which you place Service requests;
3. acknowledge that for certain Eligible Cisco Program configurations and/or licenses that are based on a per seat or per user license or other specific license or use terms, you will be required to have your entire configuration including but not limited to all seats and/or users supported. This Service is conditional upon your validating to IBM that such configurations and/or seats or users are under support;
4. ensure that any access codes that Cisco or IBM provides to you are used only by your authorized personnel and only as authorized under this Service;
5. provide a severity level, per the definitions above, for all Service requests you place;
6. provide IBM with information that it requests which is related to the provision of this Service (including, without limitation, name of the user location and address of site where the Eligible Cisco Programs are installed, program name, program version information, and number of server and client licenses) and notify IBM of any changes;
7. upon request, provide IBM access to your Eligible Cisco Programs via modem or the Internet for remote problem diagnosis and correction. You are responsible for supplying the modem and telephone lines required at your facility and providing IBM temporary user access to the Eligible Cisco Programs while under your control. You remain responsible for the security of your information. You agree to maintain procedures for reconstruction of lost or altered files, data, and programs;
8. provide current shipment contact information (as necessary);
9. verify any in-transit damage to Cisco Eligible Program media supplied under this Service;
10. follow all Cisco and IBM provided guidelines (such as call placement procedures and product documentation) pertaining to use of Eligible Cisco Programs and support procedures prior to placing a Service request;
11. upgrade to the most current Eligible Cisco Program level which contains corrective code to correct a reported software problem or if needed to assist with problem determination;
12. upgrade to the latest Third Party Software release if required to correct a reported Eligible Cisco Program problem or if advised that such is needed to assist with problem determination;

13. use the information obtained under this Service and the electronic diagnostic and service delivery facilities provided to you only in support of Eligible Cisco Programs within your Enterprise; and
14. when requested, provide a list, including annual updates, of all your personnel that you have authorized to use this Service.

IBM's Service support does not cover:

1. on-site support;
2. performing installation or customization of Eligible Cisco Programs or updates/releases;
3. providing support (including updates/releases) for programs that are not within the same operating platform, licensing capacity (e.g., single user, multi-user), or software family as originally acquired;
4. support or replacement of Eligible Cisco Programs that have been altered, modified, mishandled, destroyed or damaged by unauthorized use, failure by you to take any required actions, misuse or use other than as specified in the applicable Cisco supplied documentation, or an act or omission of a third party;
5. hardware repairs or the provision of any hardware or Third Party Products (including upgrades) required to support an update of an Eligible Cisco Program;
6. support to resolve Eligible Cisco Program problems resulting from Third Party Products, causes beyond IBM's control, or your failure to perform your responsibilities under this agreement; and
7. support of Third Party Products.

Upon written notice, IBM may terminate coverage for Eligible Cisco Programs due to lack of Cisco technical support in which case a prorated credit for any coverage not used will be provided.

IBM Managed Maintenance Solution for Cisco Products Schedule for Services

This schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM Customer Agreement (or any equivalent agreement signed by both of us).

Customer Information

Los Angeles Police Department
 150 N. Los Angeles Street
 Los Angeles, CA 90012

Contact Information

TBD

MMS for CP SOW Number: AG5GC6

Cisco Quote Number:

IBM Enterprise Number: 5302000

IBM Customer Number: 1758311

Schedule Effective Date: 05/09/2007

Start Date: 07/01/2007

End Date: 06/30/2012

Pre-Pay Term: 60 Months

Please Sign Below to Acknowledge Schedule Accept

Print Customer Name: _____

Signature: _____

Date: _____

IBM Acknowledgment of Customer Acceptance:

IBM Employee Name: _____

Signature: _____

Date: _____

Product Number	Serial Number	SMARTnet Part Number	Coverage Start Date	Coverage End Date	Term in Days	Location Name	Location Address	Location City	Location State	Location Zip
AIR-LAP1242AG-A-K9	TBD	CON-SNT-LAP1242A	7/1/2007	6/30/2012	1825	LAPD	150 N. Los Angeles St	Los Angeles	CA	90012
WS-C3750G-24WS-S25	TBD	CON-OS-3750GS25	7/1/2007	6/30/2012	1825	LAPD	150 N. Los Angeles St	Los Angeles	CA	90012
CSACSE-1113-K9	TBD	CON-SNT-CSA1113	7/1/2007	6/30/2012	1825	LAPD	150 N. Los Angeles St	Los Angeles	CA	90012

IBM Managed Maintenance Solution for Cisco Software Schedule for Services

This schedule contains a listing of the Eligible Programs at the Specified Locations identified below for which we will provide the identified services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM Customer Agreement (or any equivalent agreement signed by both of us).

Customer Information
Los Angeles Police Department
150 N. Los Angeles Street
Los Angeles, CA 90012

Contact Information
TBD

MMS for CS SOW Number: AG5GCG8
Cisco Quote Number:
IBM Enterprise Number: 5302000
IBM Customer Number: 1758311

Schedule Effective Date: 05/09/2007
Start Date: 07/01/2007
End Date: 06/30/2012
Pre-Pay Term: 60 Months

Service Level: SASU

Please Sign Below to Acknowledge Schedule Acceptance:

Print Customer Name: _____

Signature: _____

Date: _____

IBM Acknowledgment of Customer Acceptance:

IBM Employee Name: _____

Signature: _____

Date: _____

Product Number	Serial Number	SMARTnet Part Number	Coverage Start Date	Coverage End Date	Term in Days	Location Name	Location Address	Location City	Location State	Location Zip
WCS-APLOC-100	TBD	CON-SAU-WCSAL1C	7/1/2007	6/30/2012	1825	LAPD	150 N. Los Angeles St.	Los Angeles	CA	90012

IBM Statement of Work for ServiceElite

Both of us agree to add the following Services as part of our Service Elite contract.

Statement of Work for Services

This Statement of Work (entitled "Maintenance Service for In-Car Video Capture and Management") defines the scope of work related to the "Five Year Extended Warranty (includes Standard 1St yr Manufacture Warranty)" as delivered and managed by IBM. This SOW will be governed by the terms and conditions of the IBM Customer Agreement,

IBM agrees to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space provided below.

This 1) Statement of Work, 2) its applicable Transaction Documents (e.g., Attachments, Schedules, and Change Authorizations), and 3) the IBM Customer Agreement (or an equivalent agreement in effect between us) identified below comprise the complete agreement regarding the Services described in this Statement of Work and applicable Transaction Documents and replace any prior oral or written communication between Customer and IBM. In entering into this Statement of Work, neither party is relying on any representation that is not specified in the Statement of Work or the documents specified in the preceding sentence, including without limitation any representations concerning: 1) estimated completion dates, hours, or fees to provide any Service; 2) the experiences or recommendations of other parties; or 3) results or savings Customer may active. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "you" and "your" refer to the Enterprise identified below.

Agreed to: City of Los Angeles

By _____

Authorized signature

Name (typo or print):

Date:

Enterprise number: 5302000

Enterprise/Customer address:

City of Los Angeles

Police Dept.

150 N. Los Angeles St

Room 710

Los Angeles, CA 90012-3302

Enterprise/Customer telephone number:

Agreed to:

International Business Machines Corporation

By _____

Authorized signature

Name (typo or print):

Date:

Reference Agreement number: H0I2291

Reference Attachment number: MAX4LGK

Reference Statement of Work number: AX4B75

Change Authorization number:

IBM address:

4111 Northside Parkway

Atlanta, GA 30327

IBM Maintenance Services for In-Car Video, Capture and Management

1.0 SCOPE OF WORK

A. Maintenance Solution for In-Car Video Systems - Overview

For the Five Year Extended Warranty (includes Standard 1 year Manufacture Warranty) for In-Car Video System equipment obtained as part of the Implementation Services for Digital In-Car Video! Capture and Management SOW, IBM will provide the Maintenance Solution for In-Car Video Systems (hereinafter referred to as 'Service') as specified in this SOW. The IBM Maintenance Solution consists of IBM's call coordination (1-800-IBM-SERV) and Centralized Project Management to facilitate problem resolution and other maintenance and repair services.

IBM requires up to thirty days before implementing support on all Eligible In-Car-Video Systems you add to this contract or relocate while under this contract. However, IBM will make a commercially reasonable effort to provide support to you sooner if you have a specific Service request.

This Service contract will not automatically renew.

B. Service Definitions

"Hardware" means those eligible In-car video systems, which are currently covered under this SOW.

"Software" means supported releases of the OEM (Coban Research and Technologies) software programs which are installed on the Hardware and for which you maintain a current valid paid license.

"Local Time" means local time Monday through Friday (excluding our observed holidays)

"Initial Response Time" means: The time period commencing upon IBM's receipt of a problem by your designated support person and IBM's Remote Technical Supports telephone response.

"Remedial Hardware Maintenance" means diagnosis and on-site replacement of Hardware component with CRU(s).

"Advance Replacement" means shipment of replacement CRU(s) in advance of receipt of failed/defective CRU(s).

"Path Response Time" means: Diagnosis and determination that a CRU is required and ending when the CRU is shipped for delivery to the customer's location;

C. Hours of Service:

Service calls may be placed to 1-800-IBM-SERV seven days a week, twenty-four hours a day. The IBM Project Manager is available between the hours of 9:00 am and 5:00 pm local time, Monday thru Friday.

D. Service Delivery Overview:

IBM will provide maintenance service on installed Coban Research and Technologies, Inc. installed in the customer's designated vehicles, for the period of time specified in the IBM schedule referenced in Section 3.0 of this SOW. Service will include a standard one (1) year warranty commencing from the date of shipment, and extended coverage for years two (2), three (3), four (4) and five (5).

Purchaser's technical representative must contact IBM at (1-800-IBM SERV) for a service request. If IBM determines that OEM technical support is required to assist in resolving the problem; IBM will contact the designated Purchaser's technical representative. If IBM determines that all or parts of your PRODUCT requires return for repair or replacement a Return Merchandise Authorization (RMA) Number will be issued.

Typical response times are 4 hours for initial contact by the Technical Support Department responsible for this PRODUCT.

- Upon receipt of problem ticket by the Technical Support Department (hours of operation, Monday thru Friday, 8 am to 6 pm CST), a replacement unit will arrive on-site within 72 hours. This is for a complete system failure (meaning the system is completely non operational)
- Upon receipt of problem ticket by the Technical Support Department (hours of operation, Monday thru Friday, 8 am to 6 pm CST), a replacement component will arrive on-site within 96 hours. A component failure is defined such as a camera, microphone, hard drive or receiver failure.

Please follow all instructions and return the PRODUCT freight paid to the Authorized Service Center designated by IBM with the RMA number.

The In-car Video units will be either repaired (with new or reconditioned parts) or replaced with the same or equivalent PRODUCT (using new or reconditioned Products), during the agreement period.

This Statement of Work by IBM extends to the original end-user purchasing the PRODUCT for purposes of commercial, or industrial, or governmental use only, and is not assignable or transferable to any other party. IBM assumes no obligations or liability for additions or modifications to this SOW unless made in writing in an amendment to this SOW that is signed by both parties.

IBM is not responsible for any ancillary equipment that was not furnished by IBM, which is attached to or used in connection with the PRODUCT, or for operation of the PRODUCT with any ancillary equipment and all such equipment is expressly excluded from this Statement of Work. Because each system, which may use the PRODUCT, is unique, IBM disclaims liability for range, coverage, or operation of the system as a whole under this SOW.

D.1 Our Responsibilities

We will:

- 1) Provide an 800 number (1-800-IBM SERV) to place service requests.
- 2) Assign a Project Manager to provide focal point for problem escalation
- 3) Assist with problem determination remotely.

- 4) Review the SOW, and any associated documents, with your Assigned Technical Support Person.
- 5) Determine if a failed Hardware component requires a replacement to be shipped to you, for installation by you.
- 6) Assist your technical representative in providing work around solutions to reported software problems or work with you to implement a patch to newly reported problems;
- 7) Software updates, when available from the OEM, and any supporting documentation will be made available electronically or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Software release.

D. 2 Your Responsibilities

You agree to:

- 1) Identify at least two Technical Representatives for each customer who have been trained to support the installation and to serve as the focal point of contact for remote support and interface with IBM's Project Manager
- 2) Allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote, market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship.
- 3) Follow all IBM provided guidelines (call placement procedures) pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request;
- 4) Upgrade to the most current OEM Software level which contains corrective code to correct a reported Software problem or if needed to assist IBM with problem determination;

Our Service support does not cover:

- 1) Performing Hardware or Software installation, configuration, or customization;
 - 2) Furnishing of any Hardware and/or memory upgrade required to run new or updated Software;
 - 3) Service of features, parts, devices, or software not supplied by IBM;
 - 4) Furnishing accessories and supply items or replacing expendable parts (such as cables, power cords, and rack mounting kits);
 - 5) Service of Hardware damaged by misuse, accident modification, unsuitable physical or operating environment, or improper maintenance by you;
 - 6) Service of Hardware used other than as specified in applicable supplied documentation;
 - 7) Service of Hardware with removed or altered machine or parts identification labels;
 - 8) Failures caused by a product for which we are not responsible;
 - 9) Service of Hardware alterations;
 - 10) Pre-assembly of CRUs;
 - 11) Service at any unmanned site where your representative is unavailable to receive the CRU;
 - 12) Hardware installation that does not meet our safety and serviceability requirements. We reserve the right to inspect Hardware within one month from the start of Service. If the Hardware installation is not in an acceptable condition for Service, we will notify you and you may either 1) have the Hardware restored for a separate charge or 2) terminate coverage and pay IBM for inspection and Service charges incurred on your behalf.
 - 13) Defects or damage resulting from use of the PRODUCT in other than its normal and customary manner
 - 14) Defects or damage from misuse, accident, water, or neglect.
 - 15) Defects or damage from improper testing, operation, maintenance, installation alteration, modification, or adjustment.
 - 16) Damage due to tampering with internal components
 - 17) Breakage or damage to antennas unless caused directly by defects in material workmanship.
 - 18) Batteries
 - 19) Freight costs to the repair depot.
- PRODUCT that has had the serial number removed or made illegible.

A PRODUCT subjected to unauthorized PRODUCT modifications, disassemblies, or repairs that adversely affect performance of the PRODUCT
Scratches or other cosmetic damages to PRODUCT surfaces that do not affect the operation of the PRODUCT.
A PRODUCT, which, due to illegal or unauthorized alteration of the software I firmware in the PRODUCT, does not function in accordance with published specifications or with the FCC type acceptance labeling in effect for the PRODUCT at the time the PRODUCT was initially purchased from IBM
Damage due to connection to improper voltage supply
Normal and customary wear and tear.

2.0 GENERAL ASSUMPTIONS

These Services are based on the following assumptions:

1. The Services will be provided to your specified equipment
2. The Services will be provided remotely from IBM.
3. IBM may, at its option deliver this service using OEM and/or vendor personnel.
4. For the purpose of this SOW, the scope of this engagement is estimated to include up to 800 vehicles.
5. The actual volumes and charges will be stated in the IBM schedule.

3.0 Other Terms and Conditions

The provision set forth in Section 7 (Renewal and Termination) of the Master Services Attachment for ServiceElite is deleted and replaced in its entirety by the following:

"You have committed to continue Services for the entire contract period. However, in the event that you terminate Services for an Eligible Machine! no refund or credit shall be provided by IBM for any remaining prepaid period associated with Services you terminated in accordance with the provisions of this Statement of Work."

4.0 CHARGES

The charge for the Services described in this SOW, exclusive of applicable taxes and shipping charges:

Schedule Attachment for IBM Maintenance Services for Multi-Vendor Services (IBM MA Services for MVS) will be prepared for each order of In-Car Video Systems.

For the Five Year Extended Warranty (includes Standard 1 year Manufacture Warranty) for In-Car Video System equipment obtained as part of the Implementation Services for Digital In-Car Video, Capture and Management SOW, IBM will provide the Maintenance Solution for In-Car Video Systems (hereinafter referred to as 'Service') as specified in this SOW.

Up to 300 In-Car Video Systems planned to be installed from August 1, 2007 through November 30, 2007

Attachment C: IBM to City of Los Angeles Regarding Coban Software Copyrights

The following sections are provided as information only and contain language provided by Coban:

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Grant of License

This LICENSE grants you the following rights:

Software. You may install and use one copy of the COBAN SOFTWARE on the PRODUCT

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Attachment D: IBM to City of Los Angeles Safety Statement Regarding Coban Equipment

The following sections are provided as information only and contain language provided by Coban:

Safety Information I

Failure to properly set up, operates, and cares for the Coban Systems can increase the risk of electric shock or fire. Failure to properly install and secure the Coban Digital In Car Video System can also increase the risk of the system falling and possibly resulting in bodily harm. To reduce the risk of serious injury, death, or damage to the Coban System:

- Read these instructions
- Keep these instructions
- Heed all warnings
- Follow all instructions.

Use While Driving

Check the laws and regulations on the use of Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System in the area where you drive. Always give full attention to driving and to the road. * It is suggested that the overhead monitor on the Topcam® unit be in the "stowed" position while driving.

General Electrical Precautions

As with many other electrical devices, failure to take the following precautions can result in serious injury or death from electric shock or fire, or damage to the Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I / G-II System.

Stay Away from Dangerous Voltage Inside the Coban Digital In Car Video System.

Contact with energized parts inside the Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System can cause serious injury or death from electric shock. This can also lead to fire and/or damage to the Coban System.

Do Not Take the Coban Digital In Car Video System Apart

Do not attempt to service, repair or tamper with the Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System yourself. Refer all servicing to Coban Customer Service Department or Coban Authorized Service Personnel. Do not attempt to modify the Coban System in any way.

Do Not Insert Anything Into or obstruct Ventilation Openings

Voltage is present within the Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II Systems when the System is connected to power whether it is turned on or off. To eliminate all voltage to the Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System, first turn off the Coban Digital In Car System, and then disconnect the power cable from the System. (This should be done either by an Authorized Service Technician or under the guidance of an Authorized Service Technician.)

Take precautions from dropping, inserting or spilling anything into the Coban System

Do not insert objects into ventilation openings when cleaning the Coban System (such as q-tips, rags, cotton swabs or other materials.)

Do not use abrasive or flammable cleansers on the Coban System.

Only clean the unit in the "system off" mode.

Follow the cleaning instructions provided in the system manual.

Keep The Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System From Falling.

To reduce the risk of the Coban System from falling or injuring the user or damaging the unit, please properly set up and operate the system according to the Vehicle Installation Manual.

Avoid Damaging Any Electrical Cable

Protect the cables from being stepped on or pinched, particularly at plugs, and the point where they exit from the apparatus.

Do not jerk, knot, sharply bend, or otherwise abuse the cables.

Do not expose the cables to sources of heat.

When disconnecting the cables from the Coban System components or the power source, pull on the plugs – DO NOT PULL ON THE CABLES!

Arrange all connectors and cables so that passengers are not likely to trip over or accidentally pull on them as they move around or enter and exit the vehicle. If any cable becomes damaged in any way, immediately discontinue use of the system immediately and call the Coban Authorized Repair Center or Coban Customer Service Department.

Do Not Expose The Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System To Liquid Or Moisture

Do not use this apparatus near water or expose it to rain, moisture, or dripping or splashing liquids.

Do not place objects filled with liquids, such as beverages on or near the Coban Digital In Car Video System.

Do not clean the Coban System with water, liquid cleaners, solvents, or aerosols.

Prevent The Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II System from Overheating

Do not block any ventilation openings. Install in accordance with the Coban Vehicle Installation Manual. Install the Coban System in a well-ventilated area. Do not place the Coban System near any soft surface that may block ventilation openings. Do not install near any heat sources or any apparatus that produces heat.

Only Use the Type of Power Source Indicated on the Coban VMDT, VMDT-PV/12, MDT, MDT-PV and TOPCAM G-I/G-II Owner's Manual

Only Use Attachments / Peripherals Specified and Authorized by the Coban Research and Technologies, Inc.

Safety Information II

About Musculoskeletal Disorders

Use of keyboards, mouse, or other electronic input devices may be linked to serious injuries or disorders.

When you use the keyboard or other electronic input devices, as with many activities, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. However, if you experience symptoms such as persistent or recurring discomfort, pain, throbbing, aching, tingling, numbness, burning sensations, or stiffness, DO NOT IGNORE THESE WARNING SIGNS. PROMPTLY SEE A QUALIFIED HEALTH PROFESSIONAL, even if symptoms occur when you are not using these apparatuses. Symptoms such as these can be associated with painful and sometimes permanently disabling injuries or disorders of the nerves, muscles, tendons, blood vessels, and other parts of the body. These musculoskeletal disorders (MSDs) include carpal tunnel syndrome, tendonitis, tenosynovitis, vibration syndromes, and other conditions.

While researchers are not yet able to answer many questions about MSDs, there is general agreement that many factors may be linked to their occurrence, including medical and physical conditions, stress and how one copes with it, overall health, and how a person positions and uses their body during work and other activities. Some studies suggest that the amount of time a person performs an activity may also be a factor.

Some guidelines that may help you work more comfortably and possibly reduce your risk of experiencing an MSD. These guidelines address topics such as:

- You should position yourself in a comfortable posture.
- Keeping your hands, fingers, and other body parts relaxed.
- Take breaks regularly.

If you have questions about how your own lifestyle, activities, or medical or physical condition may be related to MSDs, see a qualified health professional.

Notice to User

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Attachment E: Base Project Plan

Project plan will be updated to reflect actual project start date.

ID	Resource Names	Task Name	Duration	Start	Finish	'08									
						M	T	W	T	F	S				
1		LAPD In-Car Video Project Plan Draft	125 days	Mon 1/7/08	Fri 6/27/08										
2	PM	Establish project communications with the LAPD Project Manager	31 days?	Mon 1/7/08	Mon 2/19/08										
3		Maintain project communications through the LAPD Proj	4 days?	Mon 1/7/08	Thu 1/10/08										
4		Establish documentation and procedural standards for d	4 days?	Mon 1/7/08	Thu 1/10/08										
5		Prepare a project plan	4 days?	Mon 1/7/08	Thu 1/10/08										
6		Prepare for project kickoff meeting	3 days?	Mon 1/7/08	Wed 1/9/08										
7		Conduct a project kickoff meeting	1 day?	Mon 1/7/08	Mon 1/7/08										
8	PM	Conduct project status meetings	10 days?	Mon 1/7/08	Fri 1/18/08										
9	PM	Prepare and submit bi weekly status reports	31 days?	Mon 1/7/08	Mon 2/18/08										
10	PM	Review and administer Project Change Control with	30 days?	Mon 1/7/08	Fri 2/15/08										
11	PM	Administer Change Authorizations with the LAPD Project	1 day?	Mon 1/7/08	Mon 1/7/08										
12	PM	Deliverable: Bi-Weekly Status report	21 days?	Mon 1/7/08	Mon 2/4/08										
13		DICVS Infrastructure: Perform Site Surveys	11 days?	Mon 1/7/08	Tue 1/22/08										
14	NT,PM	Develop a standard site survey form with LAPD Project	1 day?	Mon 1/7/08	Mon 1/7/08										
15	PM,NT	Schedule a site visit with LAPD locations personnel	0 days?	Mon 1/7/08	Mon 1/7/08										
16	NT	Conduct the site survey	9 days?	Mon 1/7/08	Thu 1/17/08										
17	NT	Write up report on Site Survey	4 days?	Tue 1/8/08	Fri 1/11/08										
18	PM,NT	Meet with the LAPD Project Focal to review the results	0 days?	Tue 1/22/08	Tue 1/22/08										
19		Deliverable: Site Survey Form and Results	0 days?	Tue 1/15/08	Tue 1/15/08										
20	PM	DICVS: Procure In-Car Video Equipment	18 days?	Mon 1/7/08	Wed 1/30/08										
21		Receive LAPD's hard copy Purchase Order to procure e	0 days?	Mon 1/7/08	Mon 1/7/08										
22		Place order for equipment	0 days?	Mon 1/7/08	Mon 1/7/08										
23		Coordinate product ordering and shipping to the specified	18 days?	Mon 1/7/08	Wed 1/30/08										
24		Receive delivery confirmation from LAPD Project Manage	0 days?	Mon 1/7/08	Mon 1/7/08										
25		Inspect deliveries for any damaged or missing component	0 days?	Mon 1/7/08	Mon 1/7/08										
26		Prepare and submit invoices as equipment is delivered	0 days?	Mon 1/7/08	Mon 1/7/08										
27		DICVS: Install and Integrate Digital In-Car Video Equipment	81 days?	Mon 1/7/08	Mon 4/28/08										
28	PM	Schedule times for installing the in-car video equipment	1 day?	Mon 1/7/08	Mon 1/7/08										
29	IT	Install the Digital In-Car Video Equipment specified 300 LAPD	4 days?	Mon 1/7/08	Thu 1/10/08										
30	IT	Configure the in-car video equipment with unique and co	0 days?	Mon 1/7/08	Mon 1/7/08										
31	IT	Test proper function of the in-car video equipment	0 days?	Mon 1/7/08	Mon 1/7/08										
32	IT	Make adjustments as necessary to application and syste	0 days?	Mon 1/7/08	Mon 1/7/08										

External Tasks
 External Milestone
 Deadline

Milestone
 Summary
 Project Summary

Task
 Split
 Progress

Project: LAPD In-Car Video Project Pl
 Date: Wed 10/31/07

ID	Resource Names	Task Name	Duration	Start	Finish	'08 M T W T F S
33	IT	Schedule times to install in-car video equipment with the	0 days?	Mon 1/7/08	Mon 1/7/08	1/7
34	IT	Oversee skills transfer of the Digital In-Car Video Equipment to LAPD pers	2 days?	Mon 1/7/08	Tue 1/8/08	IT
35	IT	Configure the in-car video equipment with unique and co	4 days?	Mon 1/7/08	Thu 1/10/08	IT
36	IT	Test proper function of the in-car video equipment	1 day?	Tue 1/8/08	Tue 1/8/08	IT
37	LAPD	IBM or Coban as Resource	80 days	Tue 1/8/08	Mon 4/28/08	IT
38		DICVS: Define and Document In-Car Video Capture	12 days?	Tue 1/8/08	Wed 1/23/08	IT
39	IT	Define the procedure for in-car video capture with LAPD	3 days?	Tue 1/8/08	Thu 1/10/08	IT
40	IT	Document the procedure using a format agreed to by LAPD	2 days?	Thu 1/10/08	Fri 1/11/08	IT
41	IT	Test the procedure with up to two LAPD personnel	1 day?	Fri 1/11/08	Fri 1/11/08	IT
42	IT	Revise the procedure as needed	1 day?	Fri 1/11/08	Fri 1/11/08	IT
43	IT	Deliverable: In-Car Video Capture Operating Proced	9 days	Fri 1/11/08	Wed 1/23/08	IT
44		Transfer: Define and Document In-Car Video Transfer Procedures	20 days?	Mon 1/7/08	Fri 2/1/08	IT
45	IT	Define the procedure for in-car video transfer with LAPD	4 days?	Mon 1/7/08	Thu 1/10/08	IT
46	IT	Document the procedure using a format agreed to by LA	4 days?	Mon 1/7/08	Thu 1/10/08	IT
47	IT	Test the procedure with up to two LAPD personnel 2 days	2 days?	Wed 1/23/08	Thu 1/24/08	IT
48	IT	Revise the procedure as necessary	6 days?	Fri 1/25/08	Fri 2/1/08	IT
49	IT	Deliverable: In-Car Video Transfer Operating Proced	1 day?	Fri 1/25/08	Fri 1/25/08	IT
50		Transfer: Provide Training for In-Car Video Capture and	16 days?	Tue 1/15/08	Tue 2/5/08	IT
51	IT	Develop training material for the in-car video capture and	5 days?	Tue 1/15/08	Mon 1/21/08	IT
52	PM	Schedule training sessions	1 day?	Tue 1/22/08	Tue 1/22/08	IT
53	IT	Conduct training sessions	10 days?	Wed 1/23/08	Tue 2/5/08	IT
54		Deliverable: In-car Video Capture and Transfer Train	1 day?	Mon 1/21/08	Mon 1/21/08	IT
55		Management: Procure Management Equipment	19 days?	Mon 1/7/08	Thu 1/31/08	IT
56	PM	Receive LAPD's hard copy Purchase Order to procure e	1 day?	Mon 1/7/08	Mon 1/7/08	PM
57	PM	Place order for equipment	1 day?	Mon 1/7/08	Mon 1/7/08	PM
58	PM	Coordinate product ordering and shipping to specified Cu	19 days?	Mon 1/7/08	Thu 1/31/08	PM
59	PM	Receive confirmation of delivery from LAPD Project Man	1 day?	Mon 1/7/08	Mon 1/7/08	PM
60	PM	Inspect shipment for any damaged or missing equipmen	1 day?	Mon 1/7/08	Mon 1/7/08	PM
61	PM	Prepare and submit invoices as equipment is delivered	2 days?	Mon 1/7/08	Tue 1/8/08	PM
62		Management: Deploy Digital Video Servers	31 days?	Mon 1/7/08	Mon 2/18/08	PM
63	IT	Define test procedure LAPD Project Manager to verify	5 days?	Mon 1/7/08	Fri 1/11/08	IT
64	ST	Install the Server and integrate into the existing IP network	4 days?	Mon 1/7/08	Thu 1/10/08	IT

Task
 Split
 Progress
 Milestone
 Summary
 Project Summary
 External Milestone
 Deadline

Project: LAPD In-Car Video Project Pl
Date: Wed 10/31/07

ID	Resource Names	Task Name	Duration	Start	Finish	'08						
						M	T	W	T	F	S	
65	IT	Configure the Server	1 day?	Mon 1/14/08	Mon 1/14/08							
66	IT	Define up to 100 users to the Server	1 day?	Tue 1/15/08	Tue 1/15/08							
67	IT	Verify proper operation of the Server	1 day?	Tue 1/15/08	Tue 1/15/08							
68	IT,ST	Repeat Installation at the 4 other locations	5 days?	Wed 1/16/08	Tue 1/22/08							
69		Install Servers at Central Location	5 days?	Wed 1/30/08	Tue 2/5/08							
70		Install central location Servers	2 days?	Wed 1/30/08	Thu 1/31/08							
71	ST	install stall Tape Library	1 day?	Mon 2/4/08	Mon 2/4/08							
72	ST	Connect to the network	1 day?	Mon 2/4/08	Mon 2/4/08							
73	ST	Test Central server	2 days?	Mon 2/4/08	Tue 2/5/08							
74	NC,IT	Test communication between central server and rem	2 days?	Mon 2/4/08	Tue 2/5/08							
75		Deliverable: Video Management Server Test Procedure	25 days?	Tue 1/15/08	Mon 2/18/08							
76		Management: Deploy Transfer Workstation	48 days?	Mon 1/7/08	Wed 3/12/08							
77	IT	Install the transfer workstations and loader and integrate	1 day?	Tue 1/15/08	Tue 1/15/08							
78	IT	Configure the transfers workstation	1 day?	Tue 1/15/08	Tue 1/15/08							
79	IT	Verify proper operation of the transfer workstations	1 day?	Tue 1/29/08	Tue 1/29/08							
80		Wireless Network Design	15 days?	Mon 1/7/08	Fri 1/25/08							
81	LNC	Network security planning meetings	3 days?	Mon 1/7/08	Wed 1/9/08							
82	LNC,NC	Sub net definitions	2 days?	Mon 1/7/08	Tue 1/8/08							
83	LNC,NC	Design the wireless lan per location	5 days?	Fri 1/11/08	Thu 1/17/08							
84	LNC,NC	Configure AP's	4 days?	Fri 1/18/08	Wed 1/23/08							
85	NC	Define remote access protocols	2 days?	Thu 1/24/08	Fri 1/25/08							
86	LNC	Site preparation meetings	5 days?	Fri 1/11/08	Thu 1/17/08							
87	LNC,PM	Wireless AP placement meetings	5 days?	Fri 1/18/08	Thu 1/24/08							
88	LNC,PM	Deliverable: Lan design Document	1 day?	Tue 1/22/08	Tue 1/22/08							
89		Construction as necessary at each site(hole drilling	1 day?	Fri 1/25/08	Fri 1/25/08							
90	PM	Wireless Lan: Procure Wireless Lan Hardware/Softw	15 days?	Mon 1/7/08	Fri 1/25/08							
91		Receive LAPD's hard copy Purchase Order to procu	1 day?	Mon 1/7/08	Mon 1/7/08							
92		Place order for equipment	7 days?	Mon 1/7/08	Tue 1/15/08							
93		Coordinate product ordering and shipping to the spe	7 days?	Mon 1/7/08	Tue 1/15/08							
94		Receive delivery confirmation from LAPD Project M	15 days?	Mon 1/7/08	Fri 1/25/08							
95		Inspect for damaged or missing equipment	2 days?	Wed 1/23/08	Thu 1/24/08							
96		Prepare and submit invoices as equipment is delive	2 days?	Wed 1/23/08	Thu 1/24/08							

Project: LAPD In-Car Video Project Pl
Date: Wed 10/31/07

Task: Milestone
Split: Summary
Progress: Project Summary

External Tasks
External Milestone
Deadline

ID	Resource Names	Task Name	Duration	Start	Finish	'08							
						M	T	W	T	F	S		
97		Wireless LAN: Install Wireless LAN - 4 locations	48 days?	Mon 1/17/08	Wed 3/12/08								
98	NT	Conduct site survey for LAN installations	3 days?	Mon 1/17/08	Wed 1/19/08								
99	NT	Document LAN configuration requirements	5 days?	Thu 1/10/08	Wed 1/16/08								
100	PM	Coordinate installation schedules	4 days?	Thu 1/17/08	Tue 1/22/08								
101	NT	Install Wireless LAN components	14 days	Thu 1/24/08	Tue 2/12/08								
102	NT,NC	Conduct LAN test / system assurance	2 days?	Fri 3/7/08	Mon 3/10/08								
103	PM	Obtain LAPD release documentation	4 days?	Fri 3/7/08	Wed 3/12/08								
104													
105		Management: Provide Training for Video Management Ad	21 days?	Mon 1/17/08	Mon 2/4/08								
106	IT	Develop training material for Video Management Adminis	5 days?	Mon 1/17/08	Fri 1/11/08								
107	PM	Schedule the training session through the LAPD Project	1 day?	Mon 1/17/08	Mon 1/17/08								
108	T	Conduct up to two 8-hour sessions	2 days?	Tue 1/22/08	Wed 1/23/08								
109		Deliverable: DICVS Administration	1 day?	Mon 2/4/08	Mon 2/4/08								
110	PM	Storage: Procure Storage Hardware/Software	21 days?	Mon 1/17/08	Mon 2/4/08								
111		Receive LAPD's hard copy Purchase Order to procure	1 day?	Mon 1/17/08	Mon 1/17/08								
112		Place order for equipment	1 day?	Mon 1/17/08	Mon 1/17/08								
113		Coordinate product ordering and shipping to the specifec	1 day?	Tue 1/18/08	Tue 1/18/08								
114		Receive delivery confirmation from LAPD Project Manager	1 day?	Thu 1/24/08	Thu 1/24/08								
115		Inspect for damaged or missing equipment	1 day?	Fri 1/25/08	Fri 1/25/08								
116		Prepare and submit invoices as City Hall East Milestone is completed	1 day?	Mon 2/4/08	Mon 2/4/08								
117	IT	Storage: Implement TSM Server	21 days?	Mon 1/17/08	Mon 2/4/08								
118		Install the TSM server product on the designated servers	1 day?	Mon 1/17/08	Mon 1/17/08								
119		Establish the Administrative Client on the TSM server	1 day?	Tue 1/29/08	Tue 1/29/08								
120		Define the TSM server options 1 day	1 day?	Tue 1/29/08	Tue 1/29/08								
121		Allocate the TSM storage pools, logs, and databases for	1 day?	Tue 1/29/08	Tue 1/29/08								
122		Review and adjust the TSM storage management policies	1 day?	Tue 1/29/08	Tue 1/29/08								
123		Register and associate schedules to client nodes	1 day?	Tue 1/29/08	Tue 1/29/08								
124		Repeat for all locations	4 days?	Tue 1/29/08	Fri 2/1/08								
125		TSM on Central Server	4 days?	Tue 1/29/08	Fri 2/1/08								
126		Review and adjust the TSM storage management p	1 day?	Tue 1/29/08	Tue 1/29/08								
127		Register and associate schedules to client nodes	1 day?	Tue 1/29/08	Tue 1/29/08								
128		Review and adjust procedures and requirements for	3 days?	Wed 1/30/08	Fri 2/1/08								

Project: LAPD In-Car Video Project Pl
Date: Wed 10/31/07




Task Milestone Summary Project Summary




External Tasks External Milestone Deadline




Split Progress

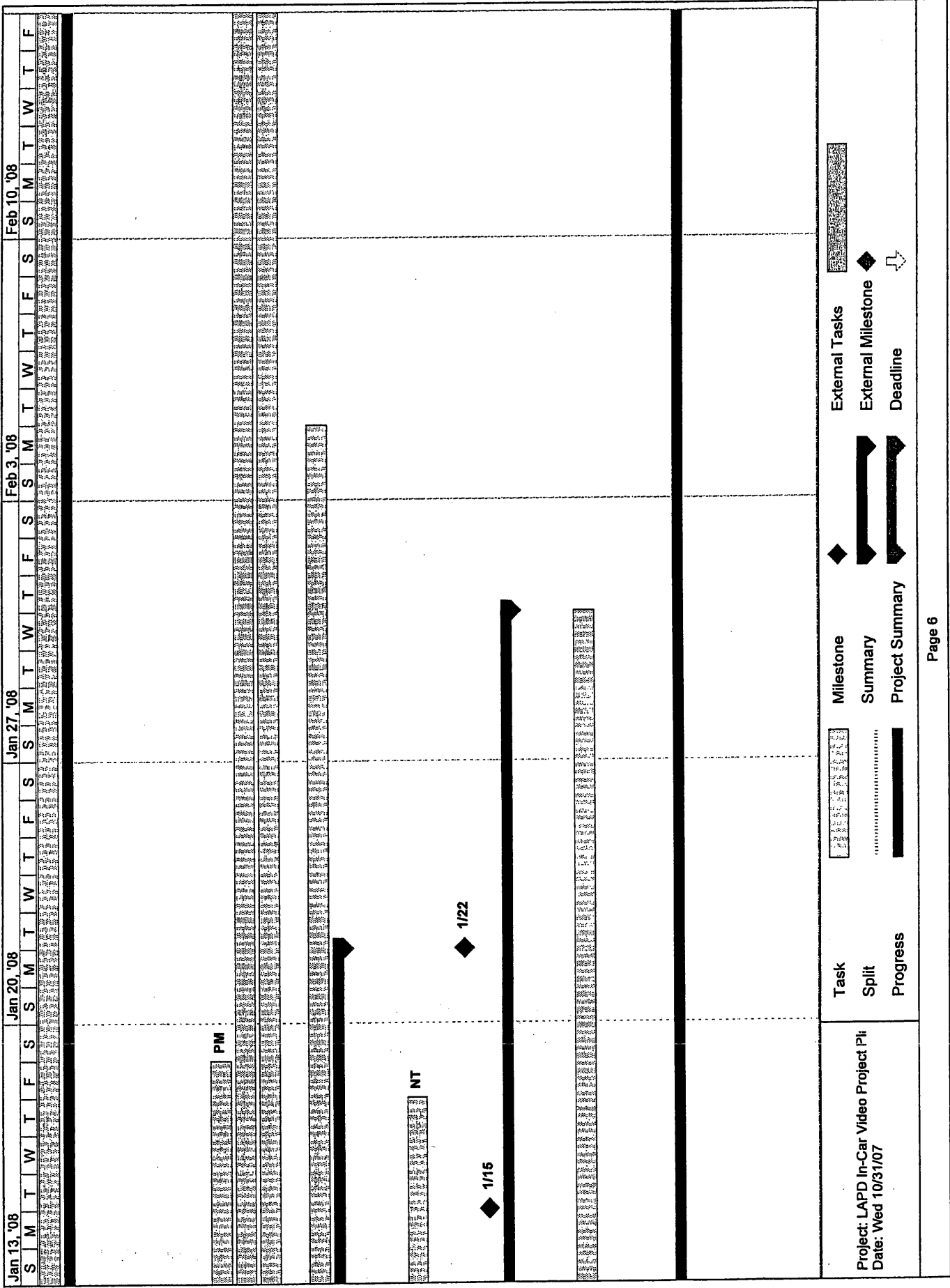
ID	Resource Names	Task Name	Duration	Start	Finish	'08	M	T	W	T	F	S
129		Review and adjust and define backup copy storage 1 dayFri 3/16/07Fr	1 day?	Wed 1/30/08	Wed 1/30/08							
130		Provide informal skills transfer during the installation and	3 days?	Wed 1/30/08	Fri 2/1/08							
131		Deliverable: Backup and Restore Procedures	1 day?	Mon 2/4/08	Mon 2/4/08							
132		Storage: Deploy LTO Tape Library	35 days?	Mon 1/7/08	Fri 2/22/08							
133	IT,PM	Obtain client test data to be used from LAPD Project Ma	1 day?	Mon 1/7/08	Mon 1/7/08							
134	IT	Configure the LTO library and the drives	1 day?	Mon 2/18/08	Mon 2/18/08							
135	IT	Check in tapes for initial backup testing	1 day?	Mon 2/18/08	Mon 2/18/08							
136	IT	Configure the LTO library to communicate with the TSM	1 day?	Mon 2/18/08	Mon 2/18/08							
137	IT	Verify that the TSM Server can access the assigned LTO	1 day?	Thu 2/21/08	Thu 2/21/08							
138	IT	Demonstrate LTO functionality by backing up and restore	1 day?	Fri 2/22/08	Fri 2/22/08							

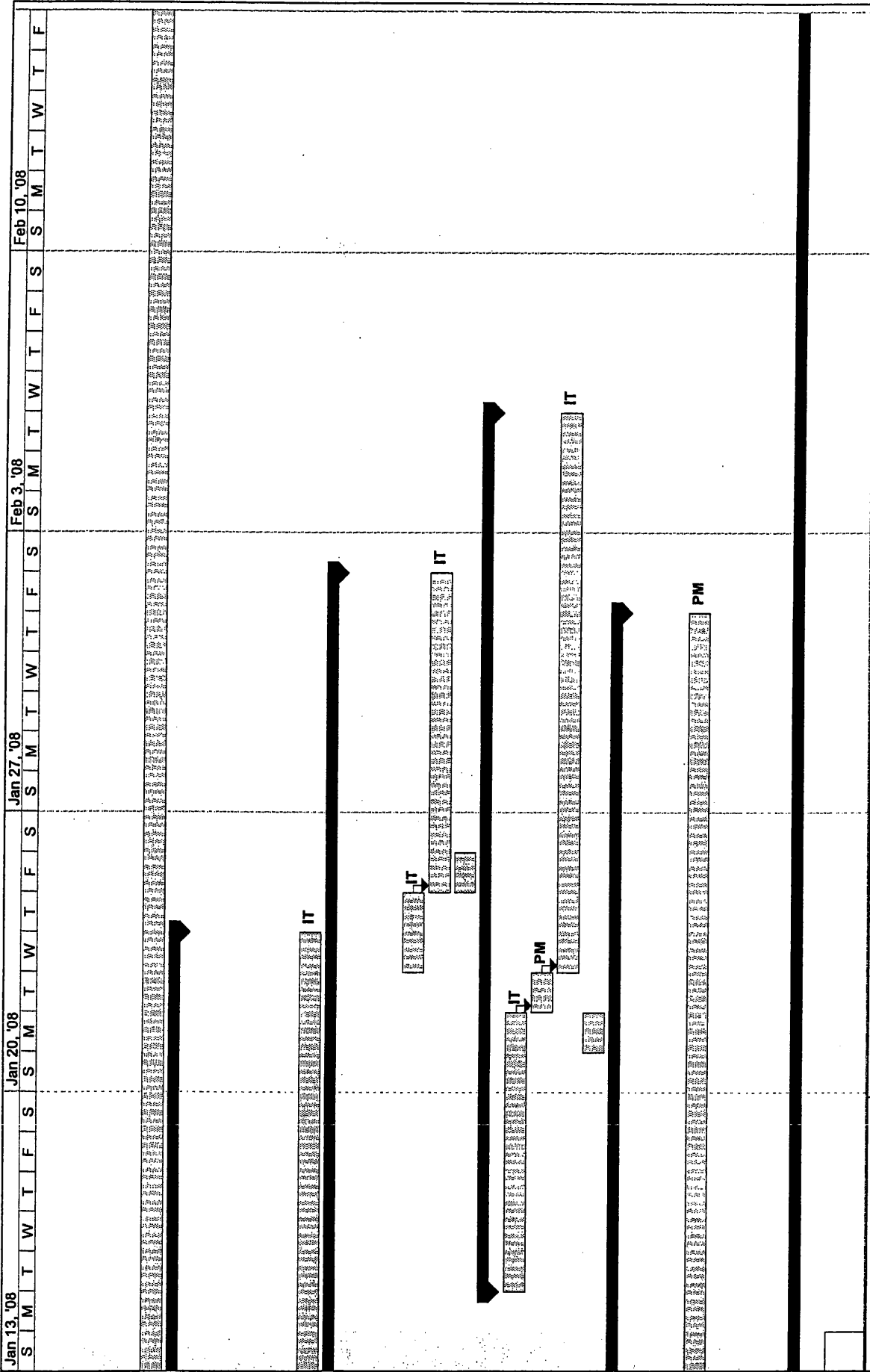
Project: LAPD In-Car Video Project Plt
Date: Wed 10/31/07

Task  Milestone  External Tasks 

Split  Summary  External Milestone 

Progress  Project Summary  Deadline 



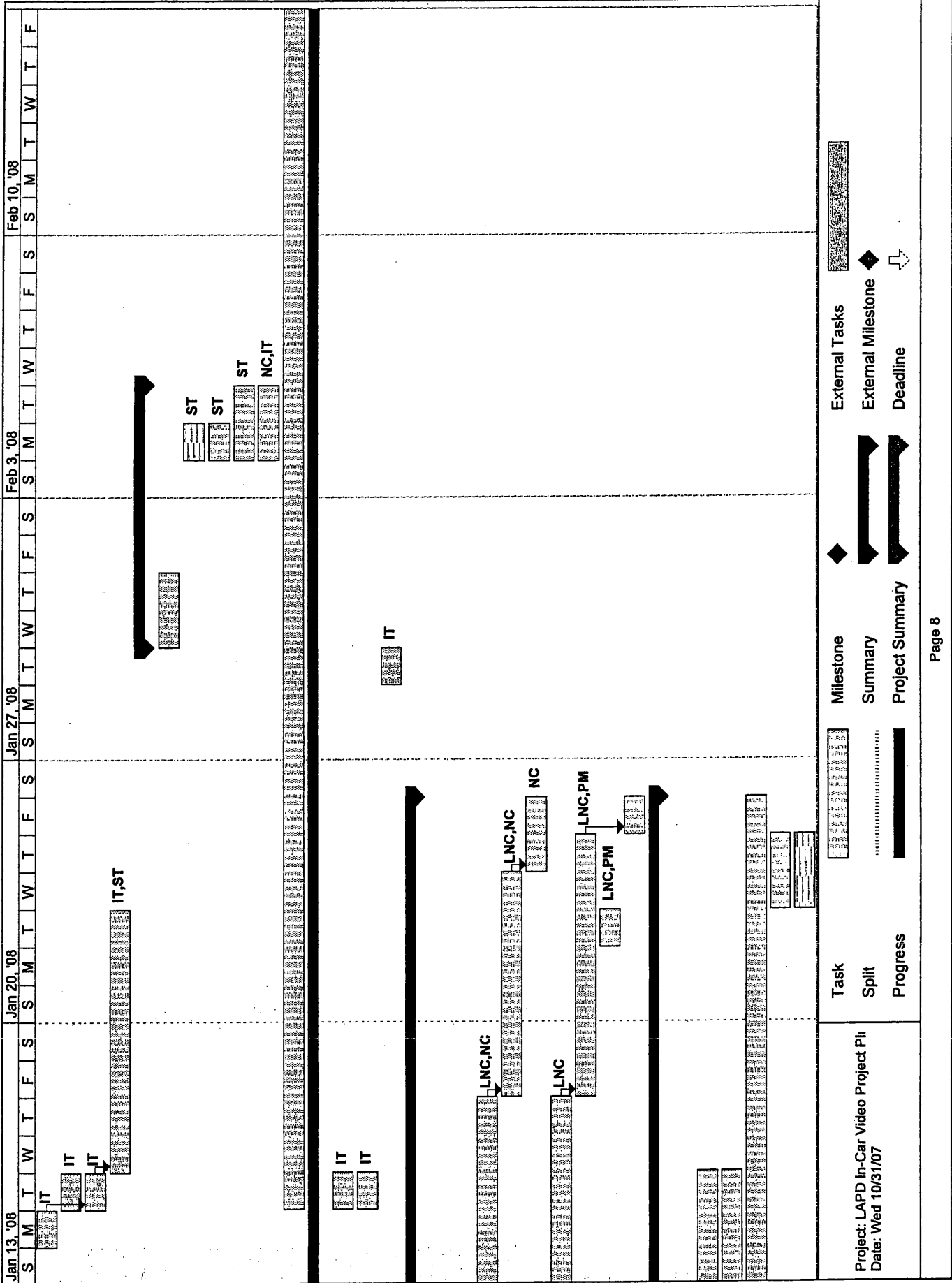


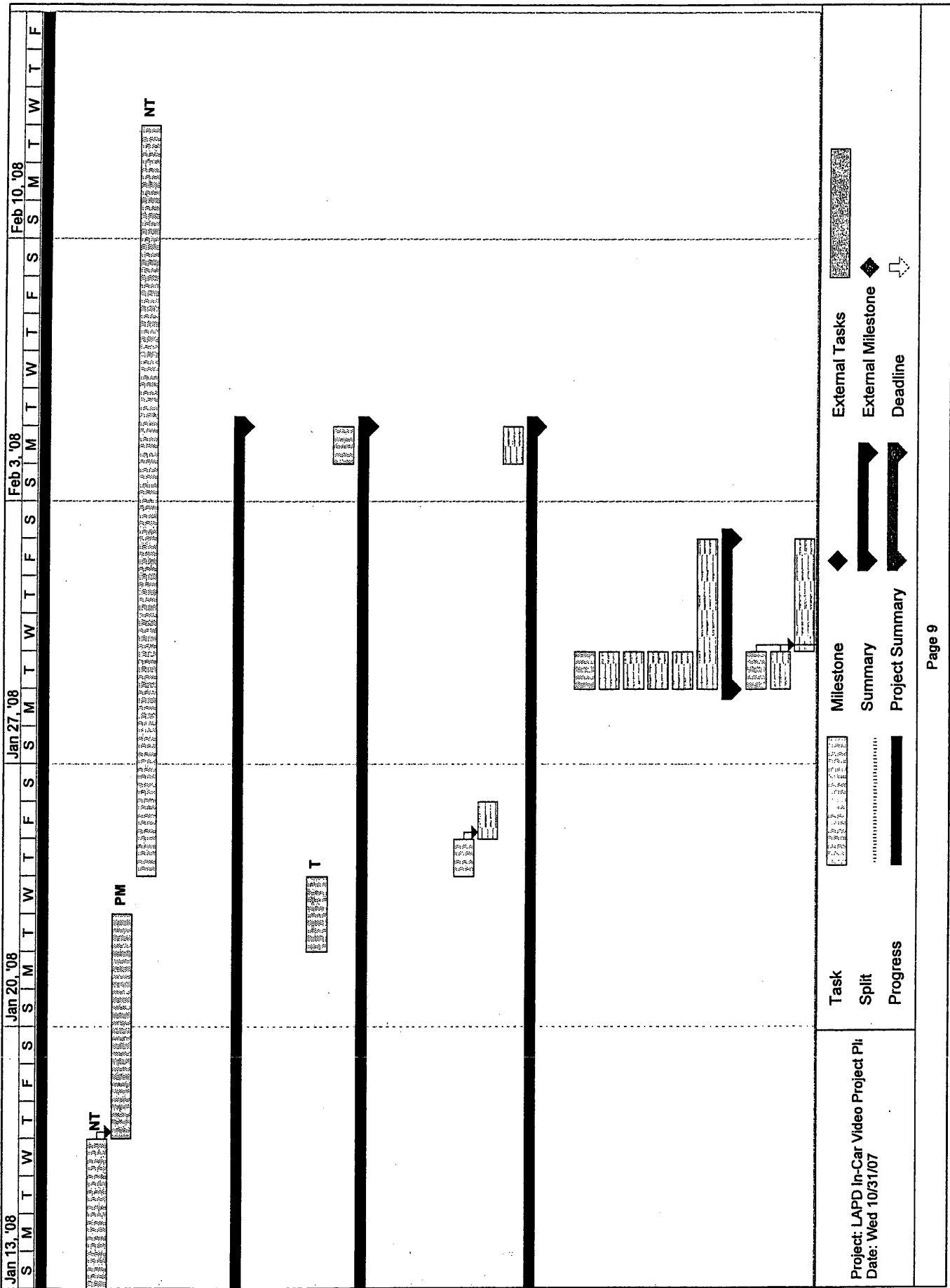
Project: LAPD In-Car Video Project P1
Date: Wed 10/31/07

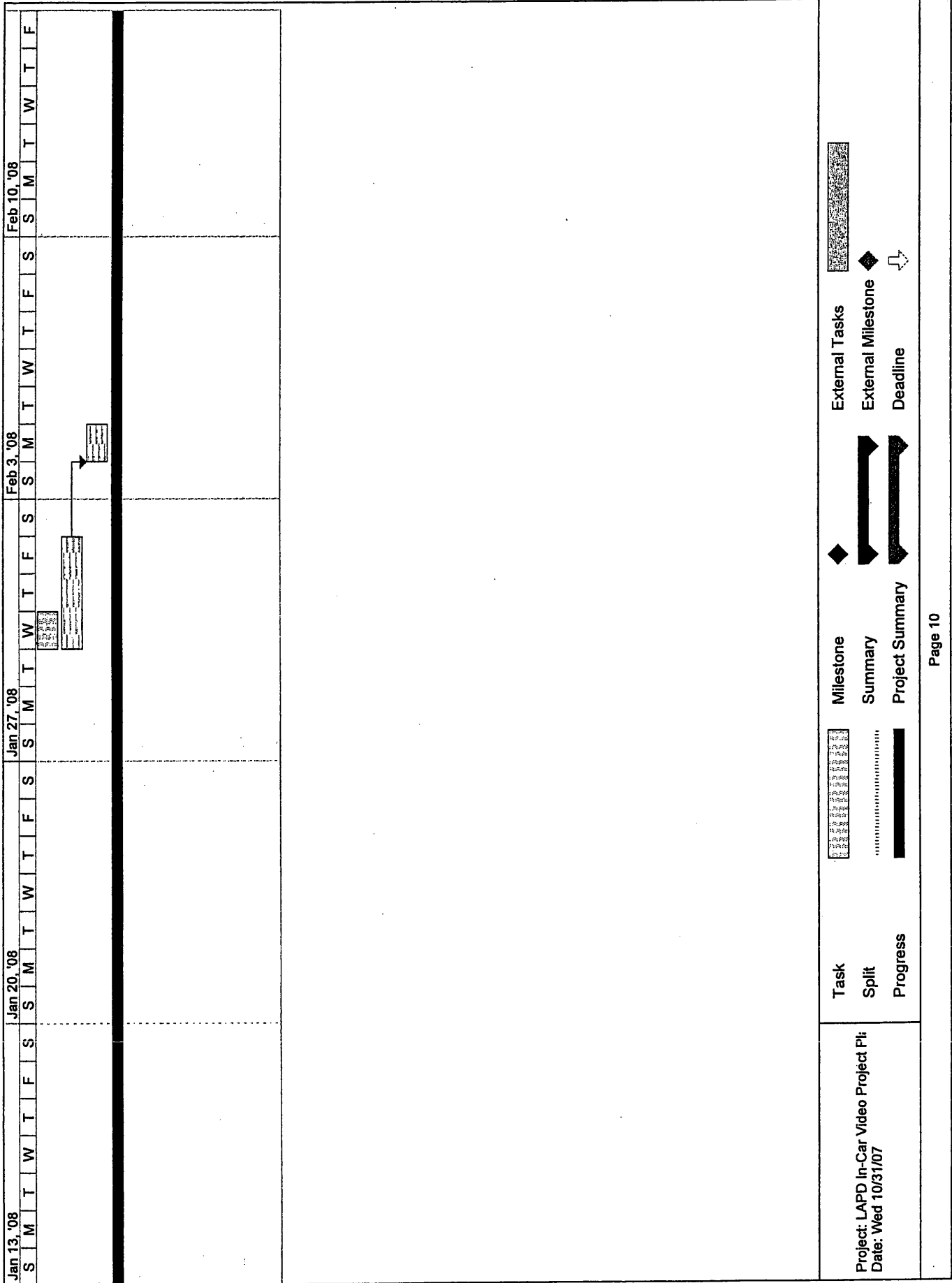
Task **Milestone** **External Tasks**

Split **Summary** **External Milestone**

Progress **Project Summary** **Deadline**







Project: LAPD In-Car Video Project Pt
 Date: Wed 10/31/07

Feb 17, '08			Feb 24, '08				Mar 2, '08				Mar 9, '08				Mar 16, '08												
S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	

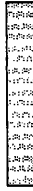


Task
Split
Progress

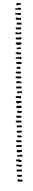


Milestone
Summary
Project Summary




External Tasks
External Milestone
Deadline

Project: LAPD In-Car Video Project Pi
Date: Wed 10/31/07

Feb 17, '08			Feb 24, '08			Mar 2, '08			Mar 9, '08			Mar 16, '08						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T

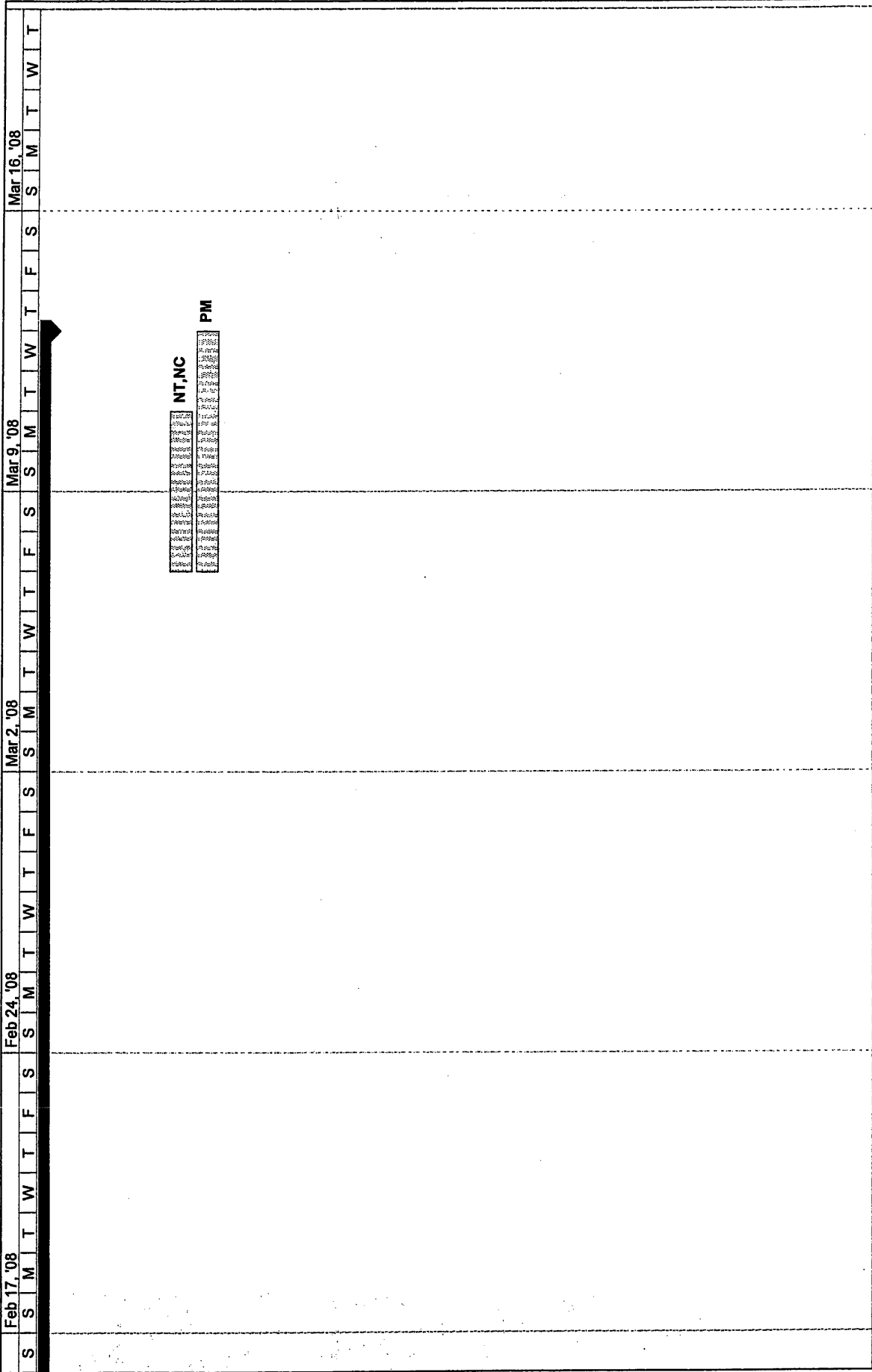
Task  **Milestone**  **External Tasks** 

Split  **Summary**  **External Milestone** 

Progress  **Project Summary**  **Deadline** 

Project: LAPD In-Car Video Project Pl
 Date: Wed 10/31/07

Feb 17, '08			Feb 24, '08			Mar 2, '08			Mar 9, '08			Mar 16, '08								
S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
Project: LAPD In-Car Video Project Plt Date: Wed 10/31/07			Task		Milestone		External Tasks		Split		Summary		External Milestone		Progress		Project Summary		Deadline	



Project: LAPD In-Car Video Project Pli
 Date: Wed 10/31/07



Attachment F: Sample Project Change Authorization



Change Authorization for LAPD DICVS Deployment

Project Name	Project Location	Contract Number/Billing Number	Date	Change Request Number
LAPD DICVS – Phase 1	250 East 1 st Street Los Angeles California 90112			

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

Change Authorization #10, The purpose of this Change Authorization is to modify _____ dated 02/24/06, designated as the LAPD DICVS.

The change is as follows:

5.0 Estimated end date:

1. Change the estimated end date from to "month day, year" to "month day, year".

There are no other changes to the terms and conditions.

Charges:

The total value of this Change Authorization is estimated at \$xxx.xx.

We agree to provide the Services described in this Change Authorization, provided you accept this Change Authorization without modification, by signing in the space below on or before xx/xx/200x.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the City of Fresno Contract 2538 or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to:
City of Los Angeles Police Department

Agreed to:
International Business Machines Corporation

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer Number: "xxxxxxx"

Reference Agreement Number: Contract (No xxxxx)

Customer Address: 250 East 1st Street
Los Angeles, California 90012

Statement of Work Number:

Change Authorization:

IBM Office Number:

IBM Office Address:

EXHIBIT B

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 10/03)**

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-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 Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word "**CONTRACTOR**" or "**CONSULTANT**" herein and in any amendments hereto includes the party of parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

PSC-4. Time of Effectiveness.

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

- A. This Contract has been signed on behalf of the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;

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

PSC-5. Integrated Contract.

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

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties hereto.

PSC-7. Excusable Delays.

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

PSC-8. Breach.

Except for excusable delays, as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

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

PSC-10. Independent CONTRACTOR/CONSULTANT.

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

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**; Assign or otherwise alienate any of its rights hereunder, including the right to payment; or Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

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

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall

subject the **CONTRACTOR/ CONSULTANT** to the imposition of any and all sanctions allowed by the law, including but not limited to termination of the **CONTRACTOR'S/ CONSULTANT'S** contract with the **CITY**.

PSC-14. Claims for Labor and Materials.

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

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

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/ CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any real or tangible personal property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier, and **CONTRACTOR/CONSULTANT** will pay all costs, damages and attorneys' fees that a

court finally awards or that are included in a settlement approved by **CONTRACTOR/CONSULTANT**, provided that **CITY** shall promptly notify **CONTRACTOR/CONSULTANT** in writing of the claim, and allow **CONTRACTOR/CONSULTANT** to control, and will cooperate with **CONTRACTOR/CONSULTANT** in the defense and any related settlement negotiations. The provisions of this paragraph shall survive termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen. 146/IR) in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when **CITY** is named insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the act or omissions of the **CITY**.

B. Modification of Coverages

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

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the **CITY**

Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

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

D. Workers' Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700, et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of

CONTRACTOR/CONSULTANT to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provision of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq., of the Los Angeles Administrative Code, as amended from time to time and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
1. **CONTRACTOR/CONSULTANT** assures payment of minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
 2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution

of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery the executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC 20 and shall incorporate the provisions of the LWO and the SCWRO.
 5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(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/CONSULTANT** has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** 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/CONSULTANT** in accordance with the following procedures. Impounding shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** 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/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (12.00) per hour 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.

PSC-21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** 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/CONSULTANT** 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/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the **CITY'S** Representative at any time during the term of this Contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this Contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms.

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that

are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance.

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/CONSULTANT** to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the Contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of the Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/CONSULTANT** further agrees to: 1) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this Contract; 2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) 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 (30) 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.

PSC-25. Warranty and Responsibility of CONTRACTOR/CONSULTANT.

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

PSC 26. Minority, Women, and Other Business Enterprise Outreach Program.

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall

not change any of these designated subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership.

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this Contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provision of this Ordinance, this Contract is subject to 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 this Contract and the **CONTRACTOR/CONSULTANT** certifies and represents the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

The **CONTRACTOR/CONSULTANT** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority, or to the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this Contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

- B. The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- C. If the **CONTRACTOR/CONSULTANT** 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/CONSULTANT** in actions taken pursuant to the

provisions of the Los Angeles Administrative Code, Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC-29. Slavery Disclosure Ordinance.

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

EXHIBIT 1 INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME: Nancy Cammarata
CITY AGENCY: Los Angeles Police
Department
ADDRESS: 250 East 1st Street, Room
1500
Los Angeles, CA 90012
TEL: (213) 847-2467
FAX: (213) 485-0889

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.
2. **When to submit** Normally, no work or occupancy may begin until a City Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a

EXHIBIT 1 – Cont.

INSURANCE REQUIREMENTS

coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

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

7. **Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The City must be included as an additional insured in applicable liability policies to cover the City's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the City. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the City by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the City's interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be primary with respect to any insurance or self insurance of the City. The City's program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds** (Severability of Interest) In **construction contracts**, the City must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

EXHIBIT 1 – Cont.

INSURANCE REQUIREMENTS

PROCEDURES

12. **Acceptable Evidence and Approval City Special Endorsement** forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (**Note:** The City forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the City forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box.

An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage**. Certificates *are* acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the City; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond City requirements or which does not directly relate to the City's interests.

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the City from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the City is at risk of third party claims which may arise out of your work or your presence on City premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the City's SPARTA program as an optional source of low-cost insurance which meets all requirements.)

EXHIBIT 1 – Cont.

INSURANCE REQUIREMENTS

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on City premises; it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.
19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the City. **Fire Legal Liability** is required for persons occupying a portion of City premises.
20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle City funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

EXHIBIT C

LIST OF KEY CONTRACTOR PERSONNEL

CONTRACTOR'S KEY PERSONNEL

Chuck Skiko – Client Executive, IBM Sales and Distribution

Kimm Nasser – Principal, Integrated Technology Services

Michael Fenn – Digital In-Car Video Subject Matter Expert

Jami Rivero – Advisory Project Manager

Mark Lewis – Project Manager

Jimmy Newman – Digital In-Car Video Architect

Joe Howell – Network Consultant

Karenne Smith – Network Consultant

Bob Fernandes – Storage Engineer

Allan Chen – Software Engineer

Anthony Talavera – Systems Support, City Hall East, P-4

Dave Gliedt – Systems Support, 77th Street

Keith Jacobs – Systems Support, Harbor and Southeast

Earvin Monroe – Systems Support, Southwest

Cindy Chang – Coban Project Manager

Allan Chen – DICVS Trainer/Installer

Dan Lam – DICVS Trainer/Installer

Gladys Lane – Coban In-Car Installer

CONTRACTOR'S LABOR RATES

Hourly rates are subject to Cost of Living increases of 3% per year.

Labor Category	Hourly Rate
Senior Project Manager	\$268.00
Project Manager	\$218.00
Senior Technical Lead	\$268.00
Technical Lead	\$218.00
Application Analyst	\$206.00
Systems Analyst	\$218.00
Senior Programmer	\$218.00
Staff Programmer	\$195.00

EXHIBIT F

IBM INTERNATIONAL PROGRAM LICENSE AGREEMENT

IBM International Program License Agreement

Part 1 - General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM; AND
- PROMPTLY RETURN THE PROGRAM AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED IT TO OBTAIN A REFUND OF THE AMOUNT YOU PAID. IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.

"IBM" is International Business Machines Corporation or one of its subsidiaries.

"License Information" ("LI") is a document that provides information specific to a Program. The Program's LI is available at <http://www.ibm.com/software/sla/>. The LI may also be found in a file in the Program's directory, by the use of a system command, or as a booklet which accompanies the Program.

"Program" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

A "Proof of Entitlement" ("PoE") is evidence of Your authorization to use a Program at a specified level. That level may be measured, for example, by the number of processors or users. The PoE is also evidence of Your eligibility for warranty, future upgrade prices, if any, and potential special or promotional opportunities. If IBM does not provide You with a PoE, then IBM may accept the original paid sales receipt or other sales record from the party (either IBM or its reseller) from whom You acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

"You" and "Your" refer either to an individual person or to a single legal entity.

This Agreement includes Part 1 - General Terms, Part 2 - Country-unique Terms (if any), License Information, and Proof of Entitlement and is the complete agreement between You and IBM regarding the use of the Program. It replaces any prior oral or written communications between You and IBM concerning Your use of the Program. The terms of Part 2 and License Information may replace or modify those of Part 1. To the extent there is a conflict between the terms of this Agreement and those of the IBM International Passport Advantage Agreement, the terms of the latter agreement prevail.

i. Entitlement

License

The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

IBM grants You a nonexclusive license to use the Program when you lawfully acquire it.

You may 1) use the Program up to the level of use specified in the PoE and 2) make and install copies, including a backup copy, to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Program.

If You acquire the Program as a program upgrade, after You install the upgrade You may not use the Program from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

IBM may terminate Your license if You fail to comply with the terms of this Agreement. If IBM does so, You must destroy all copies of the Program and its PoE.

Money-back Guarantee

If for any reason You are dissatisfied with the Program and You are the original licensee, You may obtain a refund of the amount You paid for it, if within 30 days of your invoice date You return the Program and its PoE to the party from whom You obtained it. If You downloaded the Program, You may contact the party from whom You acquired it for instructions on how to obtain the refund.

Program Transfer

You may transfer a Program and all of Your license rights and obligations to another party only if that party agrees to the terms of this Agreement. When You transfer the Program, You must also transfer a copy of this Agreement, including the Program's PoE. After the transfer, You may not use the Program.

ii. Charges

The amount payable for a Program license is a one-time charge.

One-time charges are based on the level of use acquired which is specified in the PoE. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If You wish to increase the level of use, notify IBM or the party from whom You acquired it and pay any applicable charges.

If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Program, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

iii. Limited Warranty

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications.

The warranty applies only to the unmodified portion of the Program. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. You are responsible for the results obtained from the use of the Program.

IBM provides You with access to IBM databases containing information on known Program defects, defect corrections, restrictions, and bypasses at no additional charge. Consult the IBM Software Support Guide for further information at <http://www.ibm.com/software/support>. IBM will maintain this information for at least one year after the original licensee acquires the Program ("Warranty Period").

If the Program does not function as warranted during the Warranty Period and the problem cannot be resolved with information available in the IBM databases, You may return the Program and its PoE to the party (either IBM or its reseller) from whom You acquired it and receive a refund in the amount You paid. If You downloaded the Program, You may contact the party from whom You acquired it for instructions on how to obtain the refund.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

iv. Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, You are entitled to recover damages from IBM. In each such instance, regardless of the basis on which You may be entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim.

This limitation of liability also applies to IBM's Program developers and suppliers. It is the maximum for which they and IBM are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. **LOSS OF, OR DAMAGE TO, DATA;**
 2. **SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**
 3. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

v. General

1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
3. You agree to comply with all applicable export and import laws and regulations.
4. You agree to allow IBM to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).

5. Neither You nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
6. Neither You nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.

vi. Governing Law, Jurisdiction, and Arbitration

Governing Law

Both You and IBM consent to the application of the laws of the country in which You acquired the Program license to govern, interpret, and enforce all of Your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license.

IBM International Program License Agreement

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA: Governing Law, Jurisdiction, and Arbitration (Section 6): *The following exception is added to this section:*

Any litigation arising from this Agreement will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BRAZIL: Governing Law, Jurisdiction, and Arbitration (Section 6): *The following exception is added to this section:*

Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro, RJ.

CANADA: Limitation of Liability (Section 4): *The following replaces item 1 in the first paragraph of this section:*

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

General (Section 5): The following replaces item 7:

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable."

Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws in the Province of Ontario"

PERU: Limitation of Liability (Section 4): *The following is added at the end of this section:*

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA: General (Section 5): *The following is added to this section:*

U.S. Government Users Restricted Rights - Use, duplication or disclosure restricted by the GSA ADP Schedule Contract with the IBM Corporation.

Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws of the State of New York, United States of America

ASIA PACIFIC

AUSTRALIA: Limited Warranty (Section 3): *The following is added:*

The warranties specified this Section are in addition to any rights You may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 4): *The following is added :*

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws of the State or Territory in which the You acquired the Program license

CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws of the State of New York, United States of America

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws of Hong Kong Special Administrative Region of China

INDIA: Limitation of Liability (Section 4): *The following replaces the terms of items 1 and 2 of the first paragraph:*

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim.

General (Section 5): *The following replaces the terms of item 5:*

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Governing Law, Jurisdiction, and Arbitration (Section 6): *The following is added to this section:*

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

JAPAN: General (Section 5): *The following is inserted after item 5:*

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA: Limitation of Liability (Section 4): *The word "SPECIAL" in item 2 of the third paragraph is deleted:*

NEW ZEALAND: Limited Warranty (Section 3): *The following is added:*

The warranties specified in this Section are in addition to any rights You may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if You require the goods for the purposes of a business as defined in that Act.

Limitation of Liability (Section 4): *The following is added:*

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2): *The following is added:*

All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by IBM.

Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws of the State of New York, United States of America (except when local law requires otherwise)

PHILIPPINES: Limitation of Liability (Section 4): *The following replaces the terms of item 2 of the third paragraph:*

2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

Governing Law, Jurisdiction, and Arbitration (Section 6): *The following is added to this section:*

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

SINGAPORE: Limitation of Liability (Section 4): *The words "SPECIAL" and "ECONOMIC" are deleted from item 2 of the third paragraph.*

General (Section 5): *The following replaces the terms of item 7:*

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN: Limited Warranty (Section 3): The last paragraph is deleted.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

Limited Warranty (Section 3): *In the European Union, the following is added :*

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the Limited Warranty provision set out above at section 3 of this Agreement. The territorial scope of the Limited Warranty is worldwide.

Limitation of Liability (Section 4): *In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following replaces the terms of this section in its entirety :*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program.
The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.
2. **UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**
3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Limitation of Liability (Section 4): *In France and Belgium, the following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**
3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Governing Law, Jurisdiction, and Arbitration (Section 6)

Governing Law

The phrase "the laws of the country in which You acquired the Program license" is replaced by: 1) "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia; 2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna; 3) "the laws of Finland" in Estonia, Latvia, and Lithuania; 4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and 5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

Jurisdiction

The following exceptions are added to this section:

1) In Austria the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in Belgium and Luxembourg, all disputes arising out of this Agreement or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of Your registered office and/or commercial site location only are competent; 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow; 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg; 7) in Turkey all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and 9) in the United Kingdom, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts.

Arbitration

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AUSTRIA: Limited Warranty (Section 3): *The following is inserted at the beginning of this Section:*

The Warranty Period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for a Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

The final two paragraphs are replaced with the following:

This is our sole obligation to You, except as otherwise required by applicable statutory law.

General (Section 5): *The following is added to item 4:*

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

GERMANY: Limited Warranty (Section 3): *The same changes apply as those in Limited Warranty (Section 3) under Austria above.*

Limitation of Liability (Section 4): *The following paragraph is added to this Section:*

The limitations and exclusions specified in this Section will not apply to damages caused by IBM intentionally or by gross negligence.

General (Section 5): *The following replace the terms of item 5:*

Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (Limited Warranty) of this Agreement.

HUNGARY: Limitation of Liability (Section 4): *The following is added at the end of this section:*

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability.

IRELAND: Limited Warranty (Section 3): *The following is added to this section:*

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing, all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability (Section 4): *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

1. IBM will accept unlimited liability for (a) death or personal injury caused by the negligence of IBM, and (b) subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.
2. Except as provided in item 1 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) €125,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to any of IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

ITALY: General (Section 5): *The following is added to this section:*

IBM and Customer (hereinafter, individually, "Party") shall comply with all the obligations of the applicable provisions of law and/or regulation on personal data protection. Each of the Parties will indemnify and keep the other Party harmless from any damage, claim, cost or expense incurred by the latter, directly and or indirectly, as a consequence of an infringement of the other Party of the mentioned provisions of law and/or regulations.

SLOVAKIA: Limitation of Liability (Section 4): *The following is added to the end of the last paragraph:*

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

General (Section 5): *The terms of item 5 are replaced with the following:*

THE PARTIES AGREE THAT, AS DEFINED BY APPLICABLE LOCAL LAW, ANY LEGAL OR OTHER ACTION RELATED TO A BREACH OF THIS AGREEMENT MUST BE COMMENCED NO LATER THAN FOUR YEARS FROM THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND: Limited Warranty (Section 3): *The following is added at the end of the first paragraph:*

notwithstanding any advice or assistance that IBM may have given to You prior to the selection of such Programs.

SWITZERLAND: General (Section 5): *The following is added to item 4:*

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

UNITED KINGDOM: Limited Warranty (Section 3): *The following replaces the first sentence in the fourth paragraph of this section:*

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability (Section 4): *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

1. IBM will accept unlimited liability for:

- (a) death or personal injury caused by the negligence of IBM;
- (b) any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section; and
- (c) subject always to the **Items for Which IBM is Not Liable** below, for physical damage to Your tangible property resulting from the negligence of IBM.

1. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in item 1 above, exceed the greater of 1) £75,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

EXHIBIT G

IBM PASSPORT ADVANTAGE AGREEMENT

IBM International Passport Advantage Agreement

Part 1 - General Terms

Under this IBM International Passport Advantage Agreement ("Agreement"), IBM provides the Passport Advantage customer a way to obtain authorizations to use, update, and support selected Programs at volume pricing.

The Customer Originating Company and IBM Originating Company agree to coordinate the administration of this Agreement within their respective Enterprises. When used in this Agreement, "IBM" means the IBM Enterprise company that is providing Eligible Products, and "you" means the customer Enterprise company that is ordering them, subject to the Agreement. The Customer Originating Company is the legal entity within your Enterprise of which the entity that identifies itself as the "Originating Site" on an IBM International Passport Advantage Enrollment Form is a part. The IBM Originating Company is the legal entity within International Business Machines Corporation's Enterprise that accepts the Customer Originating Company's orders. This Agreement is entered into with the understanding that each of us is bound by its terms. Both of us agree to distribute copies of the Agreement to our respective participating Enterprise companies. "Enterprise" is defined in Section 2. **Enterprise**, below.

Products eligible under this Agreement ("Eligible Products") include commercially available IBM Programs, certain Programs that are subject to a third-party end user license agreement ("Non-IBM Programs"), Support for specified Non-IBM Programs and IBM Programs licensed under the terms of the IBM License for Non-Warranted Programs ("Selected Support"), authorizations to increase your use of a Program, IBM Trade-ups, Competitive Trade-ups, annual IBM Software Maintenance renewals, IBM Software Maintenance Reinstatement, annual Third Party Software Maintenance renewals, Third Party Software Maintenance Reinstatement, and Selected Support renewals.

The Customer Originating Company accepts the terms of this Agreement without modification, and each of its participating Enterprise companies accepts this Agreement without modification, by submitting an IBM International Passport Advantage Enrollment Form to IBM or the reseller(s) from whom they have chosen to obtain Eligible Products ("your reseller(s)"), as applicable. This Agreement is effective on the date IBM accepts your initial order for Eligible Products ("Effective Date") and remains in effect until the Customer Originating Company or the IBM Originating Company terminates it in accordance with Section 11, "Agreement Termination."

This Agreement, any applicable attachments, and any associated documents, i.e., Enrollment Form, Proofs of Entitlement and invoices (called "Associated Documents"), are the complete agreement regarding these transactions, and replace any prior oral or written communications between us concerning Passport Advantage. If there is a conflict among terms in the various documents, those of an attachment prevail over this Agreement and those of an Associated Document prevail over both of those documents. The terms of the sections of the IBM International Program License Agreement ("IPLA") entitled "Limitation of Liability," "General," and "Governing Law, Jurisdiction, and Arbitration," including their applicable Country-unique Terms, are also part of this Agreement and are incorporated by reference into this Agreement with the following changes:

1. The term "Program" is replaced by the term "Eligible Product."
2. If not otherwise stated in the Limitation of Liability section of the IPLA, the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim for a fixed term license is 12 months' charges.
3. The statement, "All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license" is replaced by the statement, "The rights, duties, and obligations of each of us are valid only in the country in which the transaction is performed or, if IBM agrees, the country where the Eligible Product is placed in productive use," except that all licenses are valid as specifically granted.
4. The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by "the laws of the country in which the transaction is performed."

A copy of the IPLA in its entirety, either in a booklet or on a CD, is provided in the Passport Advantage Welcome Package. It is also available from IBM or its resellers and on the Internet at ibm.com/software/sla.

Once this Agreement is accepted, 1) unless prohibited by applicable law or specified otherwise, any reproduction of it or an Associated Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Eligible Products ordered under this Agreement are subject to it.

If IBM withdraws an Eligible Product from marketing, you will no longer be able to obtain it under this Agreement. If IBM withdraws a Program or a version of a Program from marketing, you may not increase its level of use, beyond the authorizations already acquired, on or after the effective date of withdrawal without IBM's prior written consent, which IBM will not unreasonably withhold.

The "Anniversary" is the first day of the month that follows the anniversary of the Effective Date, unless the Effective Date is the first day of a month, in which event the anniversary of the Effective Date is the Anniversary. A "Program" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation. A "Term" is the period that begins either on the date IBM accepts your initial order (in the case of the initial Term) or on the Anniversary (in the case of subsequent Terms), and ends on the day immediately prior to the next Anniversary.

1. Eligible Products

Eligible Products are for use within your Enterprise only and may not be resold, rented, leased, or transferred to third parties. Any attempt to do so in violation of these provisions is void. In addition, such Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties. If, as a result of your moving an Eligible Product across a border, any authority imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Eligible Product), then you agree that you are responsible for, and will pay, any such duty, taxes, levy or other fees. This excludes those taxes based on IBM's net income.

Unless IBM specifies otherwise, it provides Non-IBM Programs and Third Party Software Maintenance (as defined in (a) Software Maintenance of subsection 3. Software Maintenance and Selected Support below) **WITHOUT WARRANTIES OF ANY KIND**. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to you

1. IBM Programs

Proof of Entitlement: IBM specifies a Program's authorized use in a Proof of Entitlement (called "PoE"). Examples of the measure of the level of authorized use include, but are not limited to, the number of copies, processors, or users. This PoE, supported by your matching paid invoice or receipt, is evidence of your level of authorized use. During the period this Agreement remains in effect, and for two years thereafter, IBM has the right to verify your compliance with this Agreement on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold.

Versions and Platforms: You may use Programs and their associated user documentation in any commercially available national language version up to the level of use authorized in the PoE. You are authorized to use the Program(s) that you obtain under this Agreement on any platform or operating system for which IBM currently makes Program code available under Passport Advantage unless the Program is designated as platform or operating system specific at the time you obtain it.

IBM Trade-ups: Licenses for certain Programs that replace qualifying IBM Programs may be obtained for a reduced charge. You agree to terminate your use of the replaced IBM Programs when you install the replacement Programs.

Competitive Trade-ups: Licenses for certain Programs that replace qualifying Non-IBM Programs (see Subsection 2. Non-IBM Programs below) may be obtained for a reduced charge. You agree to terminate your use of the replaced Non-IBM Programs when you install the replacement Programs.

License: IBM Programs obtained under this Agreement are governed by the terms of the IPLA. If there is a conflict between the terms of this Agreement and those of the IPLA, including its License Information document ("LI"), the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at ibm.com/software/sla.

2. Non-IBM Programs

License: The licensing of a Non-IBM Program obtained under this Agreement is governed by the terms of the third party end user license agreement that accompanies it. If there is a conflict between the terms of this Agreement and those of the third party end user license agreement, the terms of this Agreement prevail. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

3. Software Maintenance and Selected Support

(a) Software Maintenance

IBM provides software maintenance ("IBM Software Maintenance") with each IBM Program licensed under the IPLA. IBM does not provide IBM Software Maintenance for Non-IBM Programs or for Programs that are licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs"). Third parties may provide software maintenance ("Third Party Software Maintenance") with Non-IBM Program licenses under the third parties' terms. For purposes of this

Agreement, "software maintenance" means both IBM Software Maintenance and Third Party Software Maintenance.

IBM Software Maintenance begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While IBM Software Maintenance is in effect for an IBM Program license:

- (i) IBM will make available to you and authorize you to use the most current commercially available version, release, or update, should any be made available.
- (ii) IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code-related questions ("Support"). Such Support for a particular version or release of a Program is available only until IBM or the third party, as applicable, withdraws Support for that Program's version or release. When Support is withdrawn, you must upgrade to a supported version or release of the Program in order to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at <http://www-306.ibm.com/software/info/supportlifecycle/>.
- (iii) IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. (This assistance is not available to your end users.) IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Handbook for details at ibm.com/software/support.
- (iv) IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.
IBM Software Maintenance does not include assistance for 1) the design and development of applications, 2) your use of IBM Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

(b) Selected Support

Selected Programs eligible for Selected Support are listed at www.ibm.com/lotus/PASelectSupportPrograms.

Selected Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While Selected Support is in effect for a Selected Program:

- (i) IBM will make available to you Selected Program defect corrections, if any, that it develops.
- (ii) IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code related questions. Selected Support for a particular version or release of a Program is available only until IBM withdraws Selected Support for that Program's version, release, or modification. When such Selected Support is withdrawn, you must upgrade to a supported version or release of the Program in order to continue to receive such support. The IBM "Software Support Lifecycle" policy does not apply to Selected Support.
- (iii) IBM may provide you with assistance in designing and developing applications based on your subscription level.
- (iv) IBM may provide assistance via telephone and electronic access, depending on your location and the subscription level you acquire. Such assistance is provided only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. Consult the IBM Software Support Handbook for details applicable to Selected Support at ibm.com/software/support.
- (v) IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM WARRANTS THAT IT PROVIDES IBM SOFTWARE MAINTENANCE AND SELECTED SUPPORT USING REASONABLE CARE AND SKILL. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not provide licenses under this Agreement for Selected Programs.

(c) Automatic Annual Renewal of Software Maintenance and Selected Support

You may renew your expiring software maintenance or Selected Support by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING SOFTWARE MAINTENANCE AND SELECTED SUPPORT ARE AUTOMATICALLY RENEWED TO THE NEXT ANNIVERSARY UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY THE RENEWAL CHARGES.

Software maintenance or Selected Support obtained or renewed on the Anniversary is renewable for an additional coverage period of 12 full months.

Software maintenance or Selected Support obtained on a date other than the Anniversary is renewable at the next Anniversary for an additional coverage period of less than 12 full months for a pro-rated charge, thereby extending the coverage to the following Anniversary.

If you choose not to renew software maintenance coverage for certain or all of your Program licenses and, at a later date, wish to again obtain coverage for any of those Program licenses, you must obtain IBM Software Maintenance Reinstatement or Third Party Software Maintenance Reinstatement, as applicable.

(d) Withdrawal of software maintenance or Selected Support for a particular Program

If IBM or the third party, as applicable, withdraws software maintenance or Selected Support for a particular Program, you understand that

- (i) IBM will not make software maintenance renewal or Selected Support renewal available for that Program; and
- (ii) if you renewed IBM Software Maintenance for that IBM Program license or Selected Support for a Selected Program license prior to the notice of withdrawal, IBM, at its sole discretion, will either continue to provide IBM Software Maintenance or Selected Support to you for that Program license until the end of the then current coverage period or you may obtain a prorated refund. If you renewed Third Party Software Maintenance for that Non-IBM Program prior to the notice, the third party will continue to provide Third Party Software Maintenance to you for that Non-IBM Program license until the end of the then current coverage period. Otherwise, you may obtain a prorated refund.

4. Fixed Term Licensing

As an option, IBM licenses certain Programs for a "Fixed Term." "Fixed Term" means that the duration of the license is the limited term so designated by IBM in the Program's PoE, beginning on the date that your order is accepted by IBM; on the calendar day following the expiration of a prior Fixed Term; or on the calendar day following the Anniversary date, as applicable.

Software Maintenance is included with each Fixed Term license and is in effect until the Fixed Term expires.

(a) Automatic Renewal of Fixed Term Licenses

You may renew your expiring Fixed Term License by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING FIXED TERM LICENSES ARE AUTOMATICALLY RENEWED FOR THE SAME DURATION AS THE EXPIRING TERM UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES FOR SUCH PROGRAM LICENSES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

If you choose not to renew the Fixed Term License, you agree to discontinue use of the Program on the expiration date.

If, after the expiration date, you choose to resume use of the Program, you must pay charges associated with an initial Fixed Term License rather than a Fixed Term License renewal.

(b) **Anniversary Coordination**

For Fixed Terms of six months or more only, initial or subsequent Fixed Terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a prorated renewal charge, in order to extend the Fixed Term to the following Anniversary.

(c) **Withdrawal of Fixed Term License for a particular Program**

If IBM or the third party, as applicable, withdraws Fixed Term licensing for a particular Program, you understand that:

- (i) you may not renew the Fixed Term License for that Program; and
- (ii) if you renewed the Fixed Term License for a Program prior to the notice of withdrawal, you will, at IBM's or the third party's sole discretion, either (a) continue to use the Program under the Fixed Term licensing terms until the end of the then current Fixed Term or (b) obtain a prorated refund.

2. Enterprise

An Enterprise includes any legal entity that, by more than 50%, owns, is owned by, or is under common ownership with the Originating Company. The Originating Company is the legal entity that is authorized to execute and administer this Agreement on behalf of an Enterprise. The Originating Company need not be a "company" and may be the entire Enterprise.

3. Site

"Site" means any defined entity, such as a physical location or organizational unit, e.g., a department, division, subsidiary or cost center, of your Enterprise.

The Originating Company Site is defined as the "Originating Site."

Any Site that subsequently enrolls under this Agreement is defined as an "Additional Site."

In addition to acquiring Eligible Products from IBM, the Originating Site and the Additional Sites may each select a primary reseller from whom they will obtain Eligible Products. A Site may choose to replace its primary reseller at any time upon giving IBM one month's written notice.

IBM provides the primary reseller for each Site with access to complete information concerning the Site's software maintenance renewals, including software maintenance renewals for entitlements not originally obtained for the Site from that primary reseller.

The Customer Originating Company is responsible for all Sites' compliance with the terms of this Agreement.

4. Obtaining Eligible Products

To obtain additional authorizations to use Programs under Passport Advantage you must have already obtained the Program code.

IBM's "money-back guarantee" only applies the first time you license the IBM Program. If an IBM Program license is for a fixed term that is subject to renewal, you may obtain a refund only if you return the Program and its PoE within the first 30 days of its initial term.

Under Passport Advantage, each Eligible Product, including CEO Product Categories, is assigned Suggested Volume Price ("SVP") points.

"CEO Product Categories" (groupings of Eligible Products) are obtained on a per-user basis. You must obtain your first CEO Product Category ("Primary Product Category") for all Users within your Enterprise and for not less than the number of Users specified in the CEO Product Categories Table at ibm.com/software/passportadvantage. A "User" is an individual to whom a machine capable of copying, using, or extending the use of Programs has been assigned.

You may obtain additional CEO Product Categories if you meet the minimum number of Users requirement specified in the CEO Product Category in the CEO Product Categories Table at ibm.com/software/passportadvantage. However, you need not obtain additional CEO Product Categories for all Users within your Enterprise.

A User may use any or all of the Programs included in a chosen CEO Product Category. However, all IBM Programs that are used for client access must be obtained from the same CEO Product Category as the server Program they access.

CEO Product Categories: Additions and Deletions

IBM may add Eligible Products to or delete Eligible Products from any CEO Product Category. If IBM deletes an Eligible Product from a CEO Product Category, you may continue to use the deleted Eligible Product but you may not exceed the number of Users enrolled prior to the deletion.

Increasing the number of Users

In the event you increase the number of Users, you must obtain an authorization to use the CEO Product Category for each new User.

Decreasing the number of Users

You will notify IBM in writing prior to your next Anniversary in the event your total number of Users decreases. Decreases may result from a reorganization, restructuring, or sale of one or more of your Sites. A reduction in the number of Users of a temporary or seasonal nature does not qualify as a decrease. Following a decrease in the number of Users, a lower SVP Level may result. If the level of authorized use of a CEO Product Category drops below the minimum number of Users applicable to that CEO Category, you may not renew IBM Software Maintenance on a CEO Product Category basis.

5. Relationship SVP Level

The initial Relationship SVP ("RSVP") Level is established by the point value of the initial order. The initial order must be for a minimum of 500 points. If you obtain additional Eligible Products during a Term, you may attain higher RSVP Levels. The higher RSVP Level applies only when you obtain additional Eligible Products after the higher level is attained, except where the point value of an individual order by itself exceeds the point requirement for a higher SVP level. In such case, the higher SVP level applies to the order.

At the first and each subsequent Anniversary, the RSVP Level is set, based on the Eligible Products you have obtained during the previous Term. If, in a subsequent Term, the point value of the Eligible Products you obtain during that Term is less than the point value necessary to maintain the current RSVP Level, then at the next Anniversary the RSVP Level will be reduced to reflect the level at which you are currently obtaining Eligible Products but not by more than one RSVP Level.

Relationship SVP Level Table:

RSVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

6. Resellers

When you order Eligible Products from your IBM reseller(s), IBM is not responsible for 1) their actions, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. When you obtain Eligible Products from a reseller, the reseller sets the charges and payment terms.

7. Payment

- When you obtain Eligible Products from your IBM reseller(s), you pay your reseller directly.
- When you obtain Eligible Products from IBM,
 - you agree to pay as IBM specifies in its invoice or equivalent document, including any late payment fee; and
 - if any authority imposes a duty, tax, levy or fee (excluding those based on IBM's net income) upon Eligible Products, then you agree to pay that amount as IBM specifies or supply exemption documentation.
- The amount payable for a Program license may either be a one-time charge or a charge for a fixed term, depending on the type of license.

8. Mutual Responsibilities

Both of us agree that, under this Agreement:

- all information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement; and
- each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
- IBM grants you only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

9. Assignment

You may not assign this Agreement in whole or in part, without IBM's prior written consent. Any attempt to do so is void. IBM will not unreasonably withhold this consent.

The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

10. Changes to the Agreement Terms

IBM may change the terms of this Agreement by giving the Customer Originating Company three months' written notice by letter or e-mail. Such change applies as of the date IBM specifies in the notice. You agree that you have consented to any such change if you do not notify IBM in writing, prior to the effective date specified in IBM's written notice, that you disagree with the change. IBM may add or withdraw Eligible Products or change an Eligible Product's SVP or point value at any time. Otherwise, for a change to be valid, both the Customer Originating Company and the IBM Originating Company must sign it. Additional or different terms in any order or written communication from you are void.

11. Agreement Termination

The Customer Originating Company may terminate this Agreement without cause on one month's written notice.

The IBM Originating Company may terminate this Agreement on three months' written notice. If you obtained or renewed IBM Software Maintenance for any IBM Programs prior to the notice of termination, IBM, at its sole discretion, will either continue to provide IBM Software Maintenance to you for those Programs until the end of the then current coverage period or give you a prorated refund. If you obtained or renewed Third Party Software Maintenance for any Non-IBM Programs prior to the notice of termination, the third party may continue to provide Third Party Software Maintenance to you for that Non-IBM Program license until the end of the then current coverage period. If the third party licensor does not do so, you may obtain a prorated refund.

The Customer Originating Company will be considered to have terminated this Agreement if neither it nor any of its participating Enterprise companies have placed orders for Eligible Products for 24 consecutive months nor have software maintenance in effect.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

12. Geographic Scope

The terms of this Agreement apply in countries where 1) IBM markets its Eligible Products directly or 2) its Eligible Products have been announced as otherwise available.



International Passport Advantage Agreement

Part 2 - Country-unique Terms

The terms of this Agreement apply for all countries except that the following terms are country amendments that replace or modify terms in Part 1 for the identified country.

AMERICAS

ANGUILLA, ANTIGUA/BARBUDA, ARUBA, BARBADOS, BERMUDA, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, GUYANA, ST. KITTS, ST. LUCIA, ST. MAARTEN, ST. VINCENT, TORTOLA, BELIZE, BOLIVIA, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, PANAMA, PARAGUAY, BRAZIL, MEXICO, URUGUAY, CHILE, ARGENTINA, ECUADOR, COLOMBIA, PERU, VENEZUELA, BAHAMAS, JAMAICA, NETHERLANDS ANTILLES, SURINAME, TRINIDAD & TOBAGO, TURKS & CAICOS ISLANDS, AND MONTSERRAT.

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in (c) Automatic Annual Renewal of Software Maintenance and Selected Support subsection of 1.3. Software Maintenance and Selected Support:

IBM will renew, for an additional payment, expiring software maintenance for all of your Program licenses and Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software maintenance or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in the Automatic Renewal of Fixed Term License subsection of 1.4. Fixed Term Licensing:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

ARGENTINA, CHILE, COLOMBIA, ECUADOR, MEXICO, PERU, VENEZUELA, URUGUAY

7. Payment

The following replaces 7.2. (a):

Amounts are due upon receipt of invoice and payable as IBM specifies in an Associated Document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

1. As long as the country operates in a free currency exchange market, you and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in an Associated Document on the date payment is made.
2. If the government of a country establishes any restriction or limitation on its free currency exchange markets, you agree to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the Associated Document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, you agree to pay the amount indicated in the Associated Document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

You agree to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

BRAZIL

Payment

The following replaces 7.2. (a):

Amounts due are expressed in local currency.

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in an Associated Document. You agree to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

1. two percent of the delinquent amount due per the first thirty day period during which any delinquent balance remains unpaid, plus
2. ten percent for each successive thirty day period during which any delinquent balance remains unpaid.

8. Mutual Responsibilities

The following replaces 8.2:

2. each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;

10. Changes to the Agreement Terms

The following replaces the fourth sentence in this section:

IBM may add or withdraw Eligible Products at any time. IBM may increase SVP with notice. IBM's ability to increase such charges, rates and minimums will be subject to the requirements of Brazilian law.

MEXICO

10. Changes to the Agreement Terms

The following is added after the third sentence:

For those Eligible Products priced in Mexican currency, IBM may increase SVP by giving you fifteen days' written notice.

UNITED STATES OF AMERICA

1. Eligible Products

The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in (c) Automatic Annual Renewal of Software Maintenance and Selected Support subsection of 1.3. Software Maintenance and Selected Support:

YOU MAY TERMINATE SOFTWARE MAINTENANCE FOR A PROGRAM OR SELECTED SUPPORT FOR A SELECTED PROGRAM LICENSE AT ANY TIME AFTER THE FIRST ANNIVERSARY ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING SOFTWARE MAINTENANCE OR SELECTED SUPPORT. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4. Fixed Term Licensing:

YOU MAY TERMINATE A PROGRAM'S FIXED TERM LICENSE AT ANY TIME AFTER ITS INITIAL TERM ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING FIXED TERM LICENSE. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

ASIA PACIFIC

AUSTRALIA

7. Payment

The following paragraph is added after 7.2:

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

The following paragraph replaces 7. 2 (b) in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Eligible Product itself, that is not otherwise provided for in the amount payable, you agree to pay it when IBM invoices you. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

CAMBODIA, LAOS, PEOPLE'S REPUBLIC OF CHINA, VIETNAM, BANGLADESH, BHUTAN, NEPAL, BRUNEI, FIJI HONG KONG, INDIA, INDONESIA, JAPAN, REPUBLIC OF KOREA, MACAO, MALAYSIA, MALDIVES, MONGOLIA, MYANMAR, PAPUA NEW GUINNEA, PHILIPINES, SAMOA, SOLOMAN ISLANDS, SRI LANKA, TAIWAN, THAILAND, CHRISTMAS ISLANDS, COCOS (KEELING) ISLANDS, COOK ISLANDS, EAST TIMOR, HEARD & MCDONALD ISLANDS, KIRIBATI, NAURU, NIUE, NORFOLK ISLAND, TOKELAU, TONGA, AND TUVALU

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in (c) Automatic Annual Renewal of Software Maintenance and Selected Support subsection of 1.3. Software Maintenance and Selected Support:

IBM will renew, for an additional payment, expiring software maintenance for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software maintenance or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in the Automatic Renewal of Fixed Term License subsection of 1.4. Fixed Term Licensing:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

INDONESIA

11. Agreement Termination

The following paragraph is added just prior to the last paragraph:

We both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

2. Site

The following paragraph is added after the fifth paragraph of this section

In the event IBM receives personal information in conjunction with the performance of this Agreement, IBM agrees to handle such personal information in accordance with the attachment entitled Provisions for Handling Personal Information or Memorandum of Understanding on Handling Personal Information signed separately by the parties.

7. Payment

Add the following sentence:

You agree to pay within 30 days from our invoice date.

11. Agreement Termination

The following paragraph is added to this section:

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior written notice.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

EMEA-WIDE

7. Payment

The following replaces 7. 2 (a) for the following countries except as noted:

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, (or in the case of quarterly advance billing of recurring charges, within 60 days from the date of invoice), you may be subject to late payment charges.

The late payment charges are calculated as follows:

Belgium and Luxembourg:

Replace the first sentence in the second paragraph of the above EMEA-wide text with the following:

Any amounts not paid within the terms stated on the IBM invoice will be subject to a late payment fee that will be equal to 1% per period of 30 days, based on the outstanding balance VAT included, until paid in full. Late payment fees due will have to be paid at the end of each period of 30 days.

Denmark and Sweden:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

Estonia, Latvia and Lithuania:

2% per month apportioned to the number of days of delay.

Finland:

Interest according to the Act on interest rate apportioned to the number of days of delay.

France:

In compliance with the law of May 15th, 2001 any late payment fee is payable the day following the payment date specified on the invoice without any need for a reminder and its rate is equal to the European Central Bank rate for its most recent refinancing operation plus 7 points.

Germany:

Late payment fees will be calculated according to the German statutory rate.

In the second paragraph of the above EMEA-wide text replace both usages of "date of invoice" with: due date

Greece:

The following replaces the above EMEA-wide text with the following:

Amounts are due and payable upon receipt of invoice. If payment is not made within 30 days from the date of invoice, you may be subject to late payment fees.

The late payment fees will be calculated, per day of actual delay, from the due date of the invoice, based on the maximum rate of late payment fee allowed by law.

Italy:

Replace the final paragraph of the above EMEA-wide text with:

The late payment charges will be calculated, per day of actual delay, based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment has been received by IBM, increased by three points.

In case of no payment or partial payment and following a formal credit claim procedure or trial IBM might initiate, the late payment fee will be calculated from the due date of the invoice based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment was due, increased by three points. IBM can transfer the credit to a factoring company; if we do so we will advise you in writing.

Netherlands:

The following replaces the second and third sentences of the EMEA-wide text:

If payment is not made within 30 days from the date of invoice, you will be in default without the necessity of a default notice. In such case you will be subject to late payment fees of 1% per month.

Norway:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

South Africa, Namibia, Lesotho, Swaziland:

Such charges shall accrue daily from the date payment must have been received by IBM, and will be equal to 2% (two percent) above the ruling prime rate (of a bank designated by IBM) on any outstanding payment.

Spain:

Such fees will be calculated applying 1% of the charges per month to the number of days of delay.

UK and Ireland:

Such charges will be calculated at a monthly rate of 2% of the invoice amount, or as permitted by applicable law.

UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:

Add the following:

IBM's rights relating to late payment charges shall be in addition to any other right that IBM may have in the event that you fail to make any payment due to IBM under this Agreement.

IBM reserves the right to require payment in advance of delivery or other security for payment.

ALBANIA, ARMENIA, AZERBAIJAN, BELARUS, BOSNIA-HERZEGOVINA, BULGARIA, CROATIA, FORMER YUGOSLAV REPUBLIC OF MACEDONIA-FYROM, GEORGIA, HUNGARY, KAZAKHSTAN, KYRGYZSTAN, MOLDAVIA, POLAND, ROMANIA, RUSSIA, SERBIA AND MONTENEGRO, SLOVAKIA, SLOVENIA, TAJIKISTAN, TURKMENISTAN, UKRAINE, UZBEKISTAN, JORDAN, KENYA, LEBANON, LIBERIA, PAKISTAN, SIERRA LEONE, SOMALIA, WEST BANK/GAZA, YEMEN, SAUDI ARABIA, UNITED ARAB EMIRATES

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in (c) Automatic Annual Renewal of Software Maintenance and Selected Support subsection of 1.3. Software Maintenance and Selected Support:

IBM will renew, for an additional payment, expiring software maintenance for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the

current coverage period or (2) your payment within 30 days of your receipt of the software maintenance or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in the Automatic Renewal of Fixed Term License subsection of 1.4. Fixed Term Licensing:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

AUSTRIA and GERMANY

1. Eligible Products

The second paragraph is deleted.

The following is added at the end of, and as part of, 1.2. Non-IBM Programs:

Warranty:

- (a) Warranty is provided for a period of twelve months, beginning at the date of delivery. Consumers are at least entitled to claim warranty defects within the limitation period provided by law.
- (b) IBM warrants that each non-IBM Program, when used in the specified operating environment, relates to its functions and conforms to its specifications. In case a non-IBM Program is delivered without specifications, IBM only warrants that the non-IBM Program information correctly describes the non-IBM Program, and that the non-IBM Program can be used according to the non-IBM Program information.
- (c) IBM does not warrant uninterrupted or error-free operation of the non-IBM Program or that IBM will correct all program defects. The Customer is responsible for the results of the use of a non-IBM Program.
- (d) At IBM's discretion, warranty may also be provided by the Licensor himself.
- (e) In the event that IBM is unable to remedy a warranty defect within a reasonable period of time - even after an appropriate grace period - the Customer may in respect of this defect (at his discretion) demand a reduction of price, or rescission of contract. In case of minor defects or deviations, the Customer shall not be entitled to demand a rescission of the contract.
- (f) In addition, the limitation of liability provision will apply.
- (g) However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranty to you.

Austria

7. Payment

Replace the above EMEA-wide text in 7.2.(a). with the following:

Payment in full is due and payable without deduction upon receipt of invoice. You agree to pay accordingly, including any late payment fees. If the invoice amount is not received on IBM's account within 30 days, upon due date, IBM may charge late payment fees at the rate indicated in the Associated Document.

Austria, Denmark, Estonia, Finland, Latvia, Lithuania, Norway, Sweden:

7. Payment

The following are omitted in 7.2. (b):

(excluding those based on IBM's net income)

Belgium, France, UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:

7. Payment

Delete 7.2. (b).

CEMA (Central Europe, Middle East and Africa) COUNTRIES:

8. Mutual Responsibilities

The following phrase is added at the end of this section as 8.4:

All provisions of this Agreement apply to extent that they are not prohibited under applicable law.

EGYPT

8. Mutual Responsibilities

8.2 is deleted.

FRANCE

10. Changes to the Agreement Terms

The following is added to this section:

If you disagree with the change, you may terminate the transaction by notifying IBM, in writing, within fifteen days after the date of IBM's notification to you of the change.

All notices will be sent to the other party by registered letter.

11. Agreement Termination

The following is added after the fourth paragraph:

All notices will be sent to the other party by registered letter.

NETHERLANDS

7. Payment

Add the following paragraphs to 7.2. (a):

We may apply your payment to your other outstanding invoices.

Our rights relating to late payment charges shall be in addition to any other right that we may have in the event that you fail to make any payment due to us under this Agreement.

We reserve the right to also base our decision on the conclusion of an agreement with you on your solvency and to require payment in advance of delivery or other security for payment.

Your obligation to pay is unconditional and shall not be subject to any abatement, reduction, set-off, defense, counter-claim interruption, deferment or recoupment.

Replace 7.2. (b) with:

You agree to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND

7. Payment

Add the following additional sentence:

When you make payment by cheque, payment is deemed to have been made only when your cheque has been received by IBM and our relevant account has been credited by IBM's authorised bankers.

SWITZERLAND

1. Eligible Products

The following is added to 1.2. Non-IBM Programs:

No liability of whatever sort is accepted or warranty granted by IBM.

8. Mutual Responsibilities

Item 2 is deleted.

TURKEY

7. Payment

The following replaces 7. 2 (a)

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, you may be subject to late payment charges.

Add the following to the end of this section:

You are responsible for all banking charges (including, but not limited to, LC charges, commissions, stamps, and extensions) incurred within and outside of Turkey.

EXHIBIT D

MILESTONE AND PAYMENT SCHEDULE

Exhibit D

Milestone and Payment Schedule

Subject to Scope Changes

Sales Tax is estimated and will be billed as actual

Billing Milestone	Completion Criteria	Invoice Amount
Milestone 1: City Hall East – P4 ¹	<ul style="list-style-type: none"> • Bill of Material for IBM and Cisco equipment ordered • Receiving documents for delivery of equipment (IBM HW and Cisco HW) signed by LAPD Project Manager • Digital Video System Infrastructure Design Document for CHE – P4 • LAPD Project Manager Sign Off on Acceptance Plan line item for CHE – P4 • Digital Media Retention Policy • Digital Video Access Control Plan • Acceptance Test Plan/Verification • Invoices generated upon acceptance of City Hall East as per acceptance criteria in SOW 	<ul style="list-style-type: none"> • \$1,418,766 • \$93,078 sales tax
Billing Milestone 2: Southwest Location – Martin Luther King Blvd. ²	<ul style="list-style-type: none"> • Bill of Material for equipment to be ordered • Receiving documents upon delivery of equipment signed by LAPD Project Manager (IBM HW, Cisco HW, Coban In Car) • Digital Video System Infrastructure Design Document for Southwest location • LAPD Project Manager Sign Off on Acceptance Plan line item for Southwest location • Digital In-Car System Design Document • In-Car Installation Acceptance Form • Coban TopCam Owners Manual • Wiring Diagram • Invoices generated upon acceptance of Southwest and South Traffic locations as per acceptance criteria in SOW 	<ul style="list-style-type: none"> • \$1,049,418 • \$56,106 sales tax
Billing Milestone 3: Southeast	<ul style="list-style-type: none"> • Bill of Material for equipment 	<ul style="list-style-type: none"> • \$955,120

<p>Location - 108th Street³</p>	<p>to be ordered</p> <ul style="list-style-type: none"> • Receiving documents upon delivery of equipment signed by LAPD Project Manager (IBM HW, Cisco HW, Coban In Car) • Digital Video System Infrastructure Design Document for Southeast location • LAPD Project Manager Sign Off on Acceptance Plan line item for Southeast location • Digital In-Car System Design Document • In-Car Installation Acceptance Form • Coban TopCam Owners Manual • Wiring Diagram • Invoices generated upon acceptance of Southeast location as per acceptance criteria in SOW 	<ul style="list-style-type: none"> • \$50,647 sales tax
<p>Billing Milestone 4: 77th Street Location⁴</p>	<ul style="list-style-type: none"> • Bill of Material for equipment to be ordered • Receiving documents upon delivery of equipment signed by LAPD Project Manager (IBM HW, Cisco HW, Coban In Car) • Digital Video System Infrastructure Design Document for 77th Street location • LAPD Project Manager Sign Off on Acceptance Plan line item for 77th Street location • Digital In-Car System Design Document • In-Car Installation Acceptance Form • Coban TopCam Owners Manual • Wiring Diagram • Invoices generated upon acceptance of 77th location as per acceptance criteria in SOW 	<ul style="list-style-type: none"> • \$896,301 • \$49,686 sales tax
<p>Billing Milestone 5: Harbor Location –</p>	<ul style="list-style-type: none"> • Bill of Material for equipment to be ordered 	<ul style="list-style-type: none"> • \$470,731

Bay View Avenue ⁵	<ul style="list-style-type: none"> • Receiving documents upon delivery of equipment signed by LAPD Project Manager (IBM HW, Cisco HW, Coban In Car) • Digital Video System Infrastructure Design Document for Harbor location • LAPD Project Manager Sign Off on Acceptance Plan line item for Harbor location • Digital In-Car System Design Document • In-Car Installation Acceptance Form • Coban TopCam Owners Manual • Wiring Diagram • Invoices generated upon acceptance of Harbor location as per acceptance criteria in SOW 	<ul style="list-style-type: none"> • \$32,381
Billing Milestone 6: System Acceptance – 10% of Services Holdback ⁶	<ul style="list-style-type: none"> • Wireless/Hardwire LAN Site Survey and WLAN Design Planning Document • Wireless/Hardwire LAN Site Survey Report • Warranty Start • Wireless/Hardwire LAN Design Document • Site Survey Form to the LAPD Project Manager • DICVS Operating Manual • Video of Training Sessions (supplied by LAPD) • Final Acceptance Document 	<ul style="list-style-type: none"> • \$191,936 • \$79 sales tax
RFP Proposal Total		<ul style="list-style-type: none"> • \$4,982,272 • \$281,977 sales tax
Supplemental Services and Equipment ⁷	<ul style="list-style-type: none"> • Installation for the 300 vehicles will be invoiced in the Milestone Charges per the number of vehicles at each location • The cost for the additional 700 Lapel Microphones will be invoiced in the Hold Back Milestone 6 	<ul style="list-style-type: none"> • Milestone 2: 90 cars = +\$53,595 • Milestone 3: 80 cars = +\$47,640 • Milestone 4: 80 cars = +\$47,640 • Milestone 5: 50 cars = +\$29,775 • Milestone 6: 700 lapels = +\$33,600
Supplemental Total	<ul style="list-style-type: none"> • Supplemental Sales Tax will be invoiced in Milestone 6 	<ul style="list-style-type: none"> • \$212,250 • \$2,772 Sales Tax

1. CHE – P4 Hardware includes: IBM System x3950 Server (1); DS4700 - 260TB with SVC, SAN SW (1); IBM TS3500 LTO-4 Drives 1607 Slots (1); Gen 4 LTO Cartridges (400); MS-SQL (1); MS-SRV 2003 (1); IBM TSM (1); NetBAY42 ER Enterprise Rack Cabinet – 42u (1); Cisco Wireless Control System WCS-STANDARD-K9 (1); Secure Access Control Server CSACSE-1113-K9 (2); and Coban Tech Support Kit; Installation and

configuration of all HW and SW; Back Office and Officer training; DVS solution design and implementation Services, Procurement, and Project Management.

2. 3650 xSeries (2); DS4700 (3TB); NetBAY42 ER Enterprise Rack Cabinet (1); MS-SQL (2); MS-SRV 2003 (2); DVMS Software (90); Top Cam In-Car system packages (SSYSG2-SCSM - TopCam GII; SCOPT-08-IR Camera; SCOPT-03 – Dual Microphone Receiver: SCOPT-14 – Ethernet Port; SCMIC-PKGBT – Transmitter pkg.; SCMIC-LAVA – Lapel Microphone; AWIR-INT – TopCam Wireless card) installed (90); 3750g Switches (2); Cisco 1242 Access Points (with enclosures 2.4Ghz Antennae ; 5.0Ghz Antennae; Misc. Mounting) (15); Hardwire Cat 5e Reels (5); On-Site Vehicle Survey; In-Car installation training; DVS and Network design, installation and implementation services; Procurement and Project Management; Site Survey; Exterior Site Prep; Microphone Chargers; Upload Cradles; Tech. Supp.
3. 3650 xSeries (2); DS4700 (3TB); NetBAY42 ER Enterprise Rack Cabinet (1); MS-SQL (2); MS-SRV 2003 (2); DVMS Software (80); Top Cam In-Car system packages (SSYSG2-SCSM - TopCam GII; SCOPT-08-IR Camera; SCOPT-03 – Dual Microphone Receiver: SCOPT-14 – Ethernet Port; SCMIC-PKGBT – Transmitter pkg.; SCMIC-LAVA – Lapel Microphone; AWIR-INT – TopCam Wireless card) installed (80); 3750g Switches (2); Cisco 1242 Access Points (with enclosures 2.4Ghz Antennae ; 5.0Ghz Antennae; Misc. Mounting) (15); Hardwire Cat 5e Reels (5); DVS and Network design, installation and implementation services; Procurement and Project Management; Site Survey; Exterior Site Prep; Microphone Chargers; Upload Cradles; Tech. Supp.
4. 3650 xSeries (2); DS4700 (3TB); NetBAY42 ER Enterprise Rack Cabinet (1); MS-SQL (2); MS-SRV 2003 (2); DVMS Software (80); Top Cam In-Car system packages (SSYSG2-SCSM - TopCam GII; SCOPT-08-IR Camera; SCOPT-03 – Dual Microphone Receiver: SCOPT-14 – Ethernet Port; SCMIC-PKGBT – Transmitter pkg.; SCMIC-LAVA – Lapel Microphone; AWIR-INT – TopCam Wireless card) installed (80); 3750g Switches (2); Cisco 2960g Catalyst Switches (2); Cisco 1242 Access Points (with enclosures 2.4Ghz Antennae ; 5.0Ghz Antennae; Misc. Mounting) (15); Hardwire Cat 5e Reels (5); DVS and Network design, installation and implementation services; Procurement and Project Management; Site Surveys; Exterior Site Prep; Microphone Chargers; Upload Cradles; Tech. Supp.
5. 3650 xSeries (2); DS4700 (3TB); NetBAY42 ER Enterprise Rack Cabinet (1); MS-SQL (2); MS-SRV 2003 (2); DVMS Software (50); Top Cam In-Car system packages (SSYSG2-SCSM - TopCam GII; SCOPT-08-IR Camera; SCOPT-03 – Dual Microphone Receiver: SCOPT-14 – Ethernet Port; SCMIC-PKGBT – Transmitter pkg.; SCMIC-LAVA – Lapel Microphone; AWIR-INT – TopCam Wireless card) installed (50); 3750g Switches (2); Cisco 1242 Access Points (with enclosures 2.4Ghz Antennae ; 5.0Ghz Antennae; Misc. Mounting) (15); Hardwire Cat 5e Reels (5); DVS and Network design, installation and implementation services; Procurement and Project Management; Site Surveys; Exterior Site Prep; Microphone Chargers; Upload Cradles; Tech. Supp. Kit.
6. Hold back is based on 10% of total Services for the project. Services include Project Management, Installation of Hardware and Services, Maintenance, Procurement and Design tasks.
7. The Supplemental charges are described in Attachment A. The 300 car Installation charges are distributed throughout Billing Milestones 2 through 5. They are apportioned according to the number of vehicles installed per a specific Milestone location. The 700 additional Lavalier microphones are invoiced in the final Billing Milestone 6 as part of the Holdback.

** In Car installation, DICVS administration, & officer training as described in Task 1.3.16

EXHIBIT E

CONTRACTOR'S LABOR RATES
