

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 PILOT PROJECT AGREEMENT

2 36643

3 THIS AGREEMENT is made and entered, in duplicate, as of June 28, 2023,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on April 18, 2023, by and between BUZZCLAN, LLC, a
6 California limited liability company ("BuzzClan"), with a place of business at 5757 Alpha
7 Rd., Suite 340, Dallas, Texas 75240, and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, City desires to work with BuzzClan on a short term Pilot Project
10 requiring unique skills to provide a solution that integrates with ServiceNow service
11 management ticketing system to improve efficiency of City Desktop Support staff, so they
12 can group the tickets by region to reduce the travel time as well as the resolution time for
13 City employees' requests for support ("Pilot Project"); and

14 WHEREAS, City selected BuzzClan in accordance with City's administrative
15 procedures using Request for Proposal No. TI-23-205 ("RFP"), incorporated by this
16 reference as if fully set forth herein, and City has determined that BuzzClan and its
17 employees are qualified and experienced in performing these specialized services; and

18 WHEREAS, City desires to have BuzzClan perform these specialized
19 services on a short term pilot basis, and BuzzClan is willing and able to do so on the terms
20 and conditions in this Agreement and

21 WHEREAS, the purpose of this Agreement is to (1) set forth the terms and
22 conditions for BuzzClan's temporary access to City's Service Now data and other data
23 necessary to the performance of the pilot program and (2) study and evaluate the
24 effectiveness of the proposed solution;

25 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
26 conditions in this Agreement, the parties agree as follows:

27 1. PILOT PROJECT PROGRAM.

28 A. The Parties agree to participate in the Pilot Project, the scope

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- of which is attached described in Exhibit A.
- B. BuzzClan shall perform the Pilot Project at no cost to City.
 - C. BuzzClan represents that it has obtained all necessary information on conditions and circumstances that may affect its performance of the Pilot Project and has conducted site visits, if necessary.
 - D. By executing this Agreement, BuzzClan warrants that BuzzClan (a) has thoroughly investigated and considered the scope of the Pilot Project, (b) has carefully considered how the Pilot Project should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Pilot Project under this Agreement. If the Pilot Project involves work upon any site, BuzzClan warrants that BuzzClan has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Pilot Project set forth in this Agreement. Should BuzzClan discover any latent or unknown conditions that will materially affect the performance of the Pilot Project set forth in this Agreement, BuzzClan must immediately inform the City of that fact and may not proceed until written instructions are received from the City.
 - E. The City's role in the Pilot Program is to provide access to the ServiceNow data required for BuzzClan to perform the services contemplated as part of the Pilot Program.
 - F. BuzzClan must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, data, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, as a result of the Pilot Project, except those losses or damages as may be caused by the City's own negligence. BuzzClan will not use any of the Information or data provided by the City for any purpose except to carry out its obligations and exercise its rights expressly granted in the Agreement.
 - G. BuzzClan shall not begin work until this Agreement has been

1 signed by both parties and until BuzzClan's evidence of insurance has been
2 delivered to and approved by City.

3 2. TERM. The term of this Pilot Program shall commence at midnight on
4 June 1, 2023, and shall terminate at 11:59 p.m. on December 31, 2023, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Pilot Project is
6 completed sooner.

7 3. COORDINATION AND ORGANIZATION.

8 A. BuzzClan shall coordinate its performance of the Pilot Project
9 with City's representative, if any, named in Exhibit "C", attached to this Agreement
10 and incorporated by this reference. BuzzClan shall advise and inform City's
11 representative of the work in progress on the Pilot Project in sufficient detail so as
12 to assist City's representative in making presentations and in holding meetings on
13 the Pilot Project. City shall furnish to BuzzClan information or materials, if any,
14 described in Exhibit "D", attached to this Agreement and incorporated by this
15 reference, and shall perform any other tasks described in the Exhibit.

16 B. The parties acknowledge that a substantial inducement to City
17 for entering this Agreement was and is the reputation and skill of BuzzClan's key
18 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
19 reference. City shall have the right to approve any person proposed by BuzzClan
20 to replace that key employee.

21 4. NOT AGENT OF CITY. In performing its services, and for all time
22 during the Pilot Program, BuzzClan is and shall act as an independent contractor and not
23 an employee, representative or agent of City. BuzzClan shall have control of BuzzClan's
24 work and the manner in which it is performed. BuzzClan shall be free to contract for similar
25 services to be performed for others during this Agreement; provided, however, that
26 BuzzClan acts in accordance with the terms of this Agreement. BuzzClan acknowledges
27 and agrees that (a) City will not withhold taxes of any kind related to BuzzClan; (b) City will
28 not secure workers' compensation or pay unemployment insurance to, for or on BuzzClan's

1 behalf; and (c) City will not provide and BuzzClan is not entitled to any of the usual and
2 customary rights, benefits or privileges of City employees. BuzzClan expressly warrants
3 that neither BuzzClan nor any of BuzzClan's employees or agents shall represent
4 themselves to be employees or agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this
7 Agreement, BuzzClan shall procure and maintain, at BuzzClan's expense for the
8 duration of this Agreement, from insurance companies that are admitted to write
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best
10 Company or from authorized non-admitted insurance companies subject to Section
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
12 by A.M. Best Company, the following insurance:

13 (a) Commercial general liability insurance equivalent in coverage
14 scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its
15 officials, employees, and agents as additional insureds on a form equivalent
16 in coverage scope to ISO CG 20 26 11 85 from and against claims,
17 demands, causes of action, expenses, costs, or liability for injury to or death
18 of persons, or damage to or loss of property arising out activities performed
19 by or on behalf of the BuzzClan in an amount not less than One Million
20 Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
21 \$2,000,000) in general aggregate. Such coverage shall not exclude claims
22 alleging abuse or molestation.

23 (b) Workers' compensation coverage as required by the Labor Code
24 of the State of California and Employer's liability insurance with minimum
25 limits of One Million Dollars (US \$1,000,000) per accident or occupational
26 illness. The policy shall be endorsed with a waiver of the insurer's right of
27 subrogation against the City of Long Beach, and its officials, employees,
28 and agents.

1 (c) Commercial automobile liability insurance equivalent in coverage
2 scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred
3 Thousand Dollars (US \$500,000) combined single limit (CSL) covering
4 Symbol 1 (any auto).

5 B. (d) Professional liability or errors and omissions liability
6 insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and
7 in aggregate covering the services provided pursuant to this Agreement.

8 C. Electronic data processing liability and cyberspace/online
9 liability in an amount not less than One Million Dollars (US \$1,000,000) per claim
10 covering the services provided pursuant to this contract.

11 D. Any self-insurance program, self-insured retention, or
12 deductible must be separately approved in writing by City's Risk Manager or
13 designee and shall protect City, its officials, employees and agents in the same
14 manner and to the same extent as they would have been protected had the policy
15 or policies not contained retention or deductible provisions.

16 E. Each insurance policy shall be endorsed to state that coverage
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
18 written notice to City, shall be primary and not contributing to any other insurance
19 or self-insurance maintained by City, and shall be endorsed to state that coverage
20 maintained by City shall be excess to and shall not contribute to insurance or self-
21 insurance maintained by BuzzClan. BuzzClan shall notify City in writing within five
22 (5) days after any insurance has been voided by the insurer or cancelled by the
23 insured.

24 F. If this coverage is written on a "claims made" basis, it must
25 provide for an extended reporting period of not less than one hundred eighty (180)
26 days, commencing on the date this Agreement expires or is terminated, unless
27 BuzzClan guarantees that BuzzClan will provide to City evidence of uninterrupted,
28 continuing coverage for a period of not less than three (3) years, commencing on

1 the date this Agreement expires or is terminated.

2 G. BuzzClan shall require that all sub-contractors or contractors
3 that BuzzClan uses in the performance of these services maintain insurance in
4 compliance with this Section unless otherwise agreed in writing by City's Risk
5 Manager or designee.

6 H. Prior to the start of performance, BuzzClan shall deliver to City
7 certificates of insurance and the endorsements for approval as to sufficiency and
8 form. In addition, BuzzClan shall, within thirty (30) days prior to expiration of the
9 insurance, furnish to City certificates of insurance and endorsements evidencing
10 renewal of the insurance. City reserves the right to require complete certified copies
11 of all policies of BuzzClan and BuzzClan's sub-Contractors and contractors, at any
12 time. BuzzClan shall make available to City's Risk Manager or designee all books,
13 records and other information relating to this insurance, during normal business
14 hours.

15 I. Any modification or waiver of these insurance requirements
16 shall only be made with the approval of City's Risk Manager or designee. Not more
17 frequently than once a year, City's Risk Manager or designee may require that
18 BuzzClan, BuzzClan's sub-Contractors and contractors change the amount, scope
19 or types of coverages required in this Section if, in his or her sole opinion, the
20 amount, scope or types of coverages are not adequate.

21 J. The procuring or existence of insurance shall not be construed
22 or deemed as a limitation on liability relating to BuzzClan's performance or as full
23 performance of or compliance with the indemnification provisions of this Agreement.

24 6. CALIFORNIA PUBLIC RECORDS ACT. BuzzClan understands that
25 the City is subject to the California Public Records Act ("Act"). The purpose of this Act is to
26 give the public access to information that enables them to monitor the functioning of their
27 government. The Act generally provides a right to the public to inspect and make copies of
28 public records during business hours. ServiceNow and other City Data used by, recorded

1 or stored by BuzzClan, as provided by City without any modifications, under this Agreement
2 may constitute a “public record” and may be subject to inspection and disclosure
3 requirements under the Act. If City receives a request under the Act for inspection or copies
4 of such data, and BuzzClan record or store such data as provided and without any
5 modifications, BuzzClan will use good faith efforts to provide City a copy of the recorded
6 or stored data within ten (10) business days of City’s request, in a comma-separated values
7 (CSV) format that includes a description of all data fields. BuzzClan is not required or
8 obligated to record or store any data. Any derivative work created by BuzzClan using data
9 from the City, which is not provided to the City, will not be considered a public record and
10 will not be subject to disclosure.

11 7. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY.

12 A. All reports documents, data, information, or other materials
13 provided by the City to BuzzClan, or any other person engaged directly or
14 indirectly by BuzzClan, under this Agreement will be and remain the property of
15 City without restriction. City grants to BuzzClan a worldwide, non-exclusive,
16 sublicensable, royalty-free, paid-up, perpetual right to use, modify, reproduce,
17 make derivative works of, develop from and exploit in any manner whatsoever all
18 ServiceNow Data provided by City provided BuzzClan will not sell or disclose
19 City’s raw ServiceNow Data to third parties.

20 B. It is anticipated that City may receive Intellectual Property of
21 BuzzClan during the Pilot Program. All of BuzzClan’s intellectual property
22 including firmware, source code and algorithms, including know how and trade
23 secrets (“BuzzClan’s Intellectual Property”) will be fully and completely owned by
24 BuzzClan. City agrees and acknowledges that it has no rights, licenses or claims
25 to any BuzzClan Intellectual Property or Confidential Information.

26 8. CONFIDENTIAL INFORMATION.

27 A. “Confidential Information” means any information of or relating
28 to the disclosing Party or disclosing Party’s Affiliates that becomes known to the

1 receiving Party through disclosure, observation or otherwise, and that is
2 designated as confidential by the disclosing Party or disclosing Party's Affiliates,
3 including without limitation, nonpublic information regarding products, services,
4 programs, features, data, techniques, technology, code, ideas, inventions,
5 research, testing, methods, procedures, know-how, trade secrets, business and
6 financial information and other activities of the disclosing Party or disclosing
7 Party's Affiliates and marked as "confidential" by the disclosing Party. Receiving
8 Party will, undertake best efforts to treat as confidential any information reasonably
9 understood to be confidential given the nature of the information and
10 circumstances surrounding its disclosure. "Affiliates" of a Party means agents,
11 officers, employees, contractors (at any tier) and any entity directly or indirectly
12 controlling or controlled by or under direct or indirect common control with such
13 Party.

14 B. All Confidential Information remains the Property of the
15 disclosing Party, and no license or other right in any Confidential Information is
16 granted hereby, except to the extent expressly provided in the Agreement. The
17 receiving Party will keep the Confidential Information strictly confidential, will not
18 publish or disclose any Confidential Information to any third party, and will take all
19 reasonable precautions to prevent its unauthorized dissemination, both during and
20 after the Term of this Agreement. The receiving Party will limit its internal
21 distribution of Confidential Information to its and its Affiliates' personnel who have
22 a need to know such information for purposes of this Agreement, and the receiving
23 Party will take steps to ensure that dissemination is so limited. The receiving Party
24 will not use any of the disclosing Party's Confidential Information for any purpose
25 except to carry out its obligations and exercise its rights expressly granted in the
26 Agreement. Receiving party will be liable for its Affiliates' compliance with the
27 terms of this Agreement.

28 C. Exceptions. Receiving Party's obligations of confidentiality

1 and non-use will not apply to any information that (i) is or becomes generally
2 known to the public without breach of any obligation owed to the disclosing Party,
3 (ii) was known to the receiving Party prior to its disclosure by the disclosing Party
4 as evidenced by contemporaneous documentation, (iii) is rightfully received by
5 receiving Party from a third party without any obligation of confidentiality and
6 without a breach of any obligation owed to disclosing Party, or (iv) was
7 independently developed by receiving Party without use of or reference to any of
8 disclosing Party's Confidential Information. If a receiving Party is required by law to
9 make any disclosure prohibited or otherwise constrained by this Agreement,
10 receiving Party will (i) provide disclosing Party with prompt written notice of such
11 requirement so that disclosing Party may seek a protective order or other
12 appropriate relief; and (ii) cooperate with disclosing Party in obtaining such an
13 order or other appropriate relief or in taking legally available steps to resist or
14 narrow such requirement. If such protective order or appropriate relief is denied or
15 otherwise not obtained, receiving Party will furnish only that portion of the
16 Confidential Information that is, in the reasonable opinion of its counsel, legally
17 compelled. City will honor a disclosing Party's designation of a document as
18 "confidential" provided that disclosing Party agrees to indemnify and defend the
19 City for honoring the designation.

20 9. ASSIGNMENT AND SUBCONTRACTING. This Agreement
21 contemplates the personal services of BuzzClan and BuzzClan's employees, and the
22 parties acknowledge that a substantial inducement to City for entering this Agreement was
23 and is the professional reputation and competence of BuzzClan and BuzzClan's
24 employees. BuzzClan shall not assign its rights or delegate its duties under this
25 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
26 of City. Any attempted assignment or delegation shall be void, and any assignee or
27 delegate shall acquire no right or interest by reason of an attempted assignment or
28 delegation. Furthermore, BuzzClan shall not subcontract any portion of its performance

1 without the prior approval of the City Manager or designee, or substitute an approved sub-
2 Contractor or contractor without approval prior to the substitution. Nothing stated in this
3 Section shall prevent BuzzClan from employing as many employees as BuzzClan deems
4 necessary for performance of this Agreement.

5 10. CONFLICT OF INTEREST. BuzzClan, by executing this Agreement,
6 certifies that, at the time BuzzClan executes this Agreement and for its duration, BuzzClan
7 does not and will not perform services for any other client which would create a conflict,
8 whether monetary or otherwise, as between the interests of City and the interests of that
9 other client. BuzzClan will avoid all conflicts of interest or the appearance of conflict of
10 interest in performance of this Agreement. And, BuzzClan shall obtain similar certifications
11 from BuzzClan's employees, sub-Contractors and contractors.

12 11. MATERIALS. BuzzClan shall furnish all labor and supervision,
13 supplies, materials, tools, machinery, equipment, appliances, transportation and services
14 necessary to or used in the performance of BuzzClan's obligations under this Agreement,
15 except as stated in Exhibit "D".

16 12. OWNERSHIP OF DATA. All materials, information and data
17 prepared, developed or assembled by BuzzClan or furnished to BuzzClan in connection
18 with this Agreement, including but not limited to documents, estimates, calculations,
19 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
20 models, reports, summaries, drawings, designs, notes, plans, information, material and
21 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
22 in a format identified by City, and City shall have the unrestricted right to use and disclose
23 the Data in any manner and for any purpose without payment of further compensation to
24 BuzzClan. Copies of Data may be retained by BuzzClan but BuzzClan warrants that Data
25 shall not be made available to any person or entity for use without the prior approval of
26 City. This warranty shall survive termination of this Agreement for five (5) years.

27 13. TERMINATION.
28 A. Termination of the Agreement by Any Party for Convenience.

1 Any Party may terminate the Agreement without cause upon thirty (30) days prior
2 written notice to the other Party.

3 B. Termination of Agreement by Any Party for Breach. The
4 Agreement may be terminated by any Party in the event of another Party's
5 material breach or default in performance of any of its obligations, and such
6 breach or default is not cured within ten (10) days after that Party's receipt of
7 timely written notice of the breach. No Party to the Agreement is obligated to
8 perform its obligations until the breach or default is cured.

9 14. CONFIDENTIALITY. BuzzClan shall keep all Data confidential and
10 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
11 performing its services, during the term of this Agreement and for five (5) years following
12 expiration or termination of this Agreement. In addition, BuzzClan shall keep confidential
13 all information, whether written, oral or visual, obtained by any means whatsoever in the
14 course of performing its services for the same period of time. BuzzClan shall not disclose
15 any or all of the Data to any third party, or use it for BuzzClan's own benefit or the benefit
16 of others except for the purpose of this Agreement.

17 15. BREACH OF CONFIDENTIALITY. BuzzClan shall not be liable for a
18 breach of confidentiality with respect to Data that: (a) BuzzClan demonstrates BuzzClan
19 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
20 breach of this Agreement by BuzzClan; or (c) a third party who has a right to disclose does
21 so to BuzzClan without restrictions on further disclosure; or (d) must be disclosed pursuant
22 to subpoena or court order.

23 16. ADDITIONAL SERVICES. The City has the right at any time during
24 the performance of the services, without invalidating this Agreement, to order extra work
25 beyond that specified in the RFP or make changes by altering, adding to or deducting from
26 the work. No extra work may be undertaken unless a written order is first given by the City,
27 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
28 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in

1 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
2 City Representative. Any greater increases, taken either separately or cumulatively, must
3 be approved by the City Council. It is expressly understood by BuzzClan that the provisions
4 of this paragraph do not apply to services specifically set forth in the RFP or reasonably
5 contemplated in the RFP. BuzzClan acknowledges that it accepts the risk that the services
6 to be provided pursuant to the RFP may be more costly or time consuming than BuzzClan
7 anticipates.

8 17. AMENDMENT. This Agreement, including all Exhibits, shall not be
9 amended, nor any provision or breach waived, except in writing signed by the parties which
10 expressly refers to this Agreement.

11 18. LAW. This Agreement shall be construed in accordance with the laws
12 of the State of California, and the venue for any legal actions brought by any party with
13 respect to this Agreement shall be the County of Los Angeles, State of California for state
14 actions and the Central District of California for any federal actions. BuzzClan shall cause
15 all work performed in connection with this Agreement to comply with all directions, rules
16 and regulations of any fire marshal, health officer, building inspector, or other officer of
17 every governmental agency now having or hereafter acquiring jurisdiction. If any part of
18 this Agreement is found to be in conflict with applicable laws, that part will be inoperative,
19 null and void insofar as it is in conflict with any applicable laws, but the remainder of the
20 Agreement will remain in full force and effect. BuzzClan will comply with all applicable
21 federal, state and local governmental laws, rules and regulations.

22 19. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
23 constitutes the entire understanding between the parties and supersedes all other
24 agreements, oral or written, with respect to the subject matter in this Agreement.

25 20. INDEMNITY.

26 A. BuzzClan shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
2 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
3 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
4 in part, out of or in connection with (1) BuzzClan's breach or failure to comply with
5 any of its obligations contained in this Agreement, including all applicable federal
6 and state labor requirements including, without limitation, the requirements of
7 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
8 omissions or misrepresentations committed by BuzzClan, its officers, employees,
9 agents, subcontractors, or anyone under BuzzClan's control, in the performance of
10 work or services under this Agreement (collectively "Claims" or individually "Claim").

11 B. In addition to BuzzClan's duty to indemnify, BuzzClan shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 BuzzClan's expense by legal counsel approved by City, from and against all Claims,
14 and shall continue this defense until the Claims are resolved, whether by settlement,
15 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
16 like on the part of BuzzClan shall be required for the duty to defend to arise. City
17 shall notify BuzzClan of any Claim, shall tender the defense of the Claim to
18 BuzzClan, and shall assist BuzzClan, as may be reasonably requested, in the
19 defense.

20 C. If a court of competent jurisdiction determines that a Claim was
21 caused by the sole negligence or willful misconduct of Indemnified Parties,
22 BuzzClan's costs of defense and indemnity shall be (1) reimbursed in full if the court
23 determines sole negligence by the Indemnified Parties, or (2) reduced by the
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 D. The provisions of this Section shall survive the expiration or
26 termination of this Agreement.

27 21. FORCE MAJEURE. If any party fails to perform its obligations
28 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

1 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
2 governmental regulations, governmental controls, judicial orders, enemy or hostile
3 governmental action, civil commotion, fire or other casualty, or other causes beyond the
4 reasonable control of the party obligated to perform, then that party's performance will be
5 excused for a period equal to the period of such cause for failure to perform.

6 22. AMBIGUITY. In the event of any conflict or ambiguity between this
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

8 23. NONDISCRIMINATION.

9 A. In connection with performance of this Agreement and subject
10 to applicable rules and regulations, BuzzClan shall not discriminate against any
11 employee or applicant for employment because of race, religion, national origin,
12 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
13 disability. BuzzClan shall ensure that applicants are employed, and that employees
14 are treated during their employment, without regard to these bases. These actions
15 shall include, but not be limited to, the following: employment, upgrading, demotion
16 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
17 or other forms of compensation; and selection for training, including apprenticeship.

18 24. NOTICES. Any notice or approval required by this Agreement shall
19 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
20 postage prepaid, addressed to BuzzClan at the address first stated above, and to City at
21 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
22 to the City Clerk and Meghan Weeks at the same address. Notice of change of address
23 shall be given in the same manner as stated for other notices. Notice shall be deemed
24 given on the date deposited in the mail or on the date personal delivery is made, whichever
25 occurs first.

26 25. COVENANT AGAINST CONTINGENT FEES. BuzzClan warrants
27 that BuzzClan has not employed or retained any entity or person to solicit or obtain this
28 Agreement and that BuzzClan has not paid or agreed to pay any entity or person any fee,

1 commission or other monies based on or from the award of this Agreement. If BuzzClan
2 breaches this warranty, City shall have the right to terminate this Agreement immediately
3 notwithstanding the provisions of the Termination section of this Agreement.

4 26. WAIVER. The acceptance of any services related to the Pilot Project
5 by City shall not operate as a waiver of any provision of this Agreement or of any right to
6 damages or indemnity stated in this Agreement. The waiver of any breach of this
7 Agreement shall not constitute a waiver of any other or subsequent breach of this
8 Agreement.

9 27. CONTINUATION. Termination or expiration of this Agreement shall
10 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 8, 10, 12,
11 14, 15, 20 and 29 prior to termination or expiration of this Agreement.

12 28. ADVERTISING. BuzzClan shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business or as a reference, without the
14 prior approval of the City Manager or designee.

15 29. AUDIT. City shall have the right at all reasonable times during the
16 term of this Agreement and for a period of five (5) years after termination or expiration of
17 this Agreement to examine, audit, inspect, review, extract information from and copy all
18 books, records, accounts and other documents of BuzzClan relating to this Agreement.

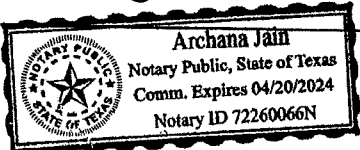
19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3
4 1/20/23, 2023

BUZZCLAN, LLC, a California limited
liability company
By Sadhna Jain
Name SADHNA JAIN
Title VP

6
7 Archna Jain
8  , 2023

By _____
Name _____
Title _____

"BuzzClan"

CITY OF LONG BEACH, a municipal
corporation

11
12 August 9, 2023

By Linda J. Jakem
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

15 This Agreement is approved as to form on August 3, 2023.

17 DAWN MCINTOSH, City Attorney

18 By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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EXHIBIT “A”

Request for Proposal

City of Long Beach

Challenge-Based Request for Proposals Number
TI-23-205
TID Desktop Support



Overview

Summary

The Long Beach Smart City Challenge enables collaboration between the City and technology companies to address civic problems to increase our capacity for service delivery to residents. The Technology and Innovation Department is seeking to reduce travel time and resolution time for Desktop Support request. The solution would integrate with the Service Now Service Management system and use location information to group tasks that are in the same geographical proximity.

Key Dates

Release Date: 11:00AM January 10, 2023

Vendor Q & A: 11:00AM January 25, 2023

Questions Due to the City: 11:00AM January 30, 2023

Answer Due from the City: February 3, 2023

Proposals Due: 11:00AM February 10, 2023

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 3.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Ahmed Ali

rfppurchasing@longbeach.gov

*All communication with the City related to this
RFP must be directed to the contact listed
above.*

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1 The Opportunity

The Long Beach Smart City Challenge enables City Departments to collaborate with technology companies to address ongoing civic problems. By utilizing pilot projects, City staff have the opportunity to quickly understand emerging technologies, how we might adopt them, and leverage partnerships to drive innovative service delivery for our residents, in alignment with our Smart City Strategy.

1.1 Challenge Statement

The Technology and Innovation Department (TID) is seeking a simple and mobile-friendly solution that integrates with the ServiceNow service management ticketing system to improve efficiency of the Desktop Support staff by allowing staff to group tickets by region to reduce travel time and resolution time for City Employees' requests for support.

1.2 Objectives

Improve efficiency of the TID Desktop Support staff, so they can group tickets by geographic region in the City.

1.3 Project Background

The City of Long Beach use ServiceNow for its ticketing system. TID receives incident notifications and requests for service by city employees located at various city facilities located throughout the City. TID would like to see if there is an application that can integrate with ServiceNow to group incidents and/or service tasks geographically based on a person's location (as specified in their ServiceNow user profile) so that TID can respond to requests that are geographically close together to improve efficiency.

1.4 Award Terms

This contract will be for a period of six (6) months. Pilot projects that successfully achieve the project goals and meet its key performance indicators may be sustained or scaled. The decision to sustain or scale a project requires mutual agreement between the City and the Awarded Contractor, and is conditional on factors such as pricing, funding availability, contracting considerations, City need, City Council authorization and market conditions. If the City elects to sustain or scale the project, the total contract term will not exceed five (5) years. The City may also elect to sustain or scale the project by issuing a new solicitation.

1.5 Performance Metrics & Contract Management

1.5.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the Awarded Contractor during the contract. This list is an indication of the performance metrics of interest to the City and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance

metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. % of ServiceNow Requests resolved by requested date; % of ServiceNow incidents resolved within two business days	Calculate the time it takes to resolve ServiceNow Request.	Reduce the current time it takes to resolve ServiceNow request by average of two days. Also complete 90% of request within 6 months.	Any data source with the required information will be sufficient.
2. % increase in the number of ServiceNow requests and incidents completed by technicians	Increase the efficiency of the technician in completing task.	Increase work efficiency by 20% by 6 months	Any data source with the required information will be sufficient.
3. % decrease in the distance traveled by desktop support technicians while completing ServiceNow request and incidents	Decrease the distance traveled by desktop support	Reduce distance traveled by 20% in 6 months	Any data source with the required information will be sufficient.

1.5.2 Contract Management

Communication and Management: Implementation of the contract is a partnership between the City and the Awarded Contractor (known as the "pilot team"). The City and the Awarded Contractor will meet monthly, at a minimum, during the active pilot

period. Pilot teams can meet more regularly as needed; this is recommended during the implementation and performance evaluation stages of the program.

Contract Payment: The City of Long Beach does not offer financial compensation for companies during the six-month Smart City Challenge pilot process.

If the City chooses to sustain or scale the contract beyond the Smart City Challenge pilot duration, the City issues payment based upon services rendered. After a contract amendment or new contract issuance is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within thirty (30) calendar days of being billed.

2 How We Choose

2.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Mandatory experience (necessary minimum experience or references)

2.2 Evaluation Criteria

The Smart City Challenge evaluation and selection process is aligned with the City's procurement principles and ensures that selected ideas are aligned with Citywide and Departmental priorities. Given the variety, all submitted vendor proposals will be evaluated on the same criteria. The criteria include *qualifications, impact, data governance, originality, feasibility*, and the ability to *demonstrate understanding of the challenge*.

CRITERIA	Weight
1. Qualifications are defined as: professional and academic experience of project team; tenure and financial viability of company to sustain the pilot period and potential contract; company milestones and recent successes; and lastly, bandwidth and staff to dedicate to the pilot. <ul style="list-style-type: none"> •] 	15%
2. Impact is measured by the product or service's ability to lead to short-term and/or long-term outcomes that will benefit residents, the Department, and the City. <ul style="list-style-type: none"> • 	15%
3. Data governance is the ability to demonstrate an understanding and the ability to use metrics to communicate the level of impact. <ul style="list-style-type: none"> • 	10%

4. Originality is determined by the novelty of the proposed solution and if the City's normal purchasing process would have omitted or overlooked the solution. •	25%
5. Feasibility will account for the actions and resources required by the City for pilot success and the anticipated costs to scale the pilot to an implemented solution. •	25%
6. To demonstrate the understanding of the challenge , vendors should be prepared to define: why they are best positioned to work on this project; and provide any recommendations to the Department that can improve the scope or outcome of the project. •	10%

3 Proposal Instructions & Content

3.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	January 10, 2023	
Optional Webinar for Vendors	January 25, 2023	<ul style="list-style-type: none"> • Zoom • RSVP Instructions, i.e.: RSVPs are required. RSVP via the Questions tab in the Solicitation on LongBeachBuys.com. • Half of the webinar will be general program information and then breakout rooms for challenge specific Q&A
Questions due to the City	January 30, 2023 at 5PM	<ul style="list-style-type: none"> • Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	February 3, 2023	<ul style="list-style-type: none"> • Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	February 10, 2023	<ul style="list-style-type: none"> • Proposals should be submitted electronically via LongBeachBuys.com. • Late proposals, or proposals submitted through other channels will not be accepted.

		<ul style="list-style-type: none"> Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> Proposers will receive an email with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. For technical support, email or call the City during normal business hours at LPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative Proposal	February 16, 2023	<ul style="list-style-type: none"> An Evaluation Committee will review Narrative to select the proposal that best meets the needs of the City. Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 2.2.
Optional Interviews	March 6, 2023	<ul style="list-style-type: none"> The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	March 10, 2023	<ul style="list-style-type: none"> Selected Contractor will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP. Negotiations shall be confidential and not subject to disclosure to competing Contractors until the completion of negotiations and before final approval by the awarding body..
Estimated Contract Execution	March 2023	
[Proposer Debrief]	After Contractor is Selected	<ul style="list-style-type: none"> Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively

meet the City's needs and be successful in future proposals.

3.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Responses to each question should be no longer than 200 words. Guidance on preparing a Narrative Proposal is detailed in Section 4.3 3.3.
PROPOSAL APPENDICES	
<input type="checkbox"/> Other Addenda (if applicable)	Case studies and references are encouraged, but no more than three total. Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
ATTACHMENTS REQUIRED UPON AWARD <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible include available information as part of your proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Business License	
<input type="checkbox"/> E. Proof of Registration with the California Secretary of State	
<input type="checkbox"/> F. Certificates of Insurance	
<input type="checkbox"/> CONTACT INFORMATION <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>	

3.3 Narrative Proposal Template

An editable version of the template below has been posted to Long Beach Buys. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>	 _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have in total and residing in Long Beach?		

Where are the representative(s) that would service the City's account located?		
Does the proposal include subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

Qualifications

1. Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).
2. Please provide a plan of overview for how the project will be staffed. Describe the technical and business expertise of your core team in addressing the problem statement.
3. If you have any existing customers, who are they and what did you accomplish? What did you learn from prior implementations and how might this apply to this project?

Impact

1. Describe your proposal and the impact you believe your product or service would have on the Long Beach community.

Data Governance

1. Explain the data and reporting systems that will be used to routinely evaluate program performance to meet the objectives of the challenge
2. Describe how data will be collected, maintained, and used. Additionally, please describe how you can ensure the privacy and security of any personal identifiable information.
2. In addition to the objectives and metrics proposed above in Section 1.5.1, are there any additional or alternative performance metrics you recommend?

Originality

1. What sets your solution apart from your competitors? Please describe in specific terms your value proposition.
2. Given the originality of your submission, what could the City learn from conducting your proposed pilot project?

Feasibility

1. Summarize your proposed workplan to implement and conduct a pilot with timelines for key milestones.
2. What resources (City staff, Facilities, Land, Public right-of-way, City infrastructure, Equipment, Software, Hardware, Data, etc.) would you need access to for your proposal?
3. Describe how your company will provide the necessary training, technical assistance, customer support, and onboarding to ensure successful sustained and scaled of your proposed solution.
4. Please identify any anticipated risks or challenges and explain how you plan to mitigate or address them.
5. (OPTIONAL) If other stakeholders will be involved in implementation of the proposal, how they will you coordinate between these groups.

Understanding of the Challenge

1. Describe your company's general problem-solving approach and how you will tailor it for our agency's specific problem outlined in this RFP?
2. Please explain how your proposal will meet the project objectives.
3. (OPTIONAL) Please make any recommendations to the City to improve the scope or outcomes of the pilot.

4 Terms & Conditions

4.1 Acronyms/Definitions

1. Awarded Contractor/Successful Proposer: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Technology & Innovation Department
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

4.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
17. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
18. Proposal will become public record after the conclusion of the negotiation process and before final approval by the awarding body unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
19. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
20. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
21. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which

documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

22. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
23. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
24. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
25. The City will not be liable for Federal, State, or Local excise taxes.
26. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
27. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
28. Proposals shall be kept confidential through the negotiation process.
29. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
30. Proposers are advised that while a scaled up future engagement with City is not guaranteed as a result of this procurement, any expansion of the contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in

Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract that will exceed \$100,000.

4.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach and its insurers, officials, employees, and agents**.
 - (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).
 - (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

(e) Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage

provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. Proposers are advised that while a scaled up future engagement with City is not guaranteed as a result of this procurement, if Proposer and City do amend and expand its engagement in the future, any requests for reasonable price

adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.

9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.

4.4 Additional Requirements

The Awarded Contractor will be required to agree to and comply with the following data provisions in the performance of the contract, as applicable.

The Awarded Contractor will be required to agree to and comply with the following data provisions in the performance of the contract, as applicable.

1. **OWNERSHIP OF DATA.** All materials, information and data prepared, developed, assembled or recorded by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, memorandum, binary files (e.g. user-submitted attachments), all tabular data, data gathered/generated during the course of CONTRACTOR providing end-user support, helpline phone recordings, and grant applicant/beneficiary information ("Data") shall be the exclusive property of City. Data shall be given to City, in a format identified by City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement.
2. **DATA ACCESS.** City strongly prefers programmatic access to software systems via a well-documented Application Programming Interface (API) using modern frameworks. Other preferred means of data access include direct connections with common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.)

Within seven (7) calendar days of a request by City, CONTRACTOR shall make available to the City all Data contained within any system(s) covered as part of this Agreement in a non-proprietary, machine-readable format.

3. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement or following expiration or termination of this Agreement. In addition, CONTRACTOR shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. CONTRACTOR shall not disclose any or all of the Data to any third party, or use it for CONTRACTOR'S own benefit or the benefit of others except for the purpose of this Agreement. This term shall survive termination of this Agreement.
4. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by CONTRACTOR; or (c) a third party who has a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.
5. COPYRIGHTS AND PATENT RIGHTS.
 - A. CONTRACTOR shall place the following copyright protection on all Data: © City of Long Beach, California ____, inserting the appropriate year.
 - B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from CONTRACTOR'S performance of this Agreement. By executing this Agreement, CONTRACTOR assigns any ownership interest CONTRACTOR may have in the Data to City.
 - C. CONTRACTOR warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. CONTRACTOR agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

4.5 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply

with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

Attachment A: Authorization & Certification

I certify that:

- i. I am authorized to submit this Request for Proposals on behalf of the organization above.
- ii. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions to the terms and conditions that will be requested have been documented in the table below, Exceptions to Terms & Conditions.
- iii. The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.
- iv. This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.
- v. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Furthermore, as a current or potential Contractor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- i. Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- ii. Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- iii. Do not presently have a proposed debarment proceeding pending;
- iv. Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- v. Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- vi. If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.
- vii. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Name	Signature	Date

Exceptions to Terms & Conditions

EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE)

Exceptions to terms and conditions are uncommon, and Proposers are not encouraged to take exception to terms and conditions. However, in the event there are terms that should be reviewed as part of potential negotiation of a final contract, they should be listed here. The City of Long Beach has no obligation to accept any exceptions to terms and conditions. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

Term & Condition Number	Explanation of Objection

Attachment B

Equal Benefits Ordinance (EBO)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ____ Yes ____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D

Business License



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment E

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The page is the "Business Search" section of the California Secretary of State's website. The header features the California Secretary of State Alex Padilla logo and a navigation menu with tabs for "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries".

The main content area is titled "Business Search" and includes the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:
 Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

Resources

- Business Resources
 - Tax Information
 - Starting A Business
- Customer Alerts
 - Business Identity Theft
 - Misleading Business Solicitations

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment F INSURANCE REQUIREMENTS

The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

(b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).

(d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

(e) Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

An editable version of the template below has been posted to Long Beach Buys. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	BuzzClan, LLC
	Company Address	5757 Alpha Rd., Suite 340, Dallas, TX 75240
	Federal Tax ID Number	[REDACTED]
	Website	www.buzzclan.com
Authorized Representative	Name	Sachin Jain
	Title	Vice - President
	Email Address	gov@buzzclan.com
	Phone Number	469-251-2899
Other Point of Contact (if required)	Name	Nitin Sharma
	Title	Assistant Vice President
	Email Address	gov@buzzclan.com
	Phone Number	469-251-2899
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> _____	
	<input checked="" type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	We are providing similar services from more than 9 years.	
How many employees does the organization have in total and residing in Long Beach?	0	
Where are the representative(s) that would service the City's account located?	The representative is currently in Dallas, Texas	
Does the proposal include subcontractors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

REFERENCES		
Reference 1	Company	Genpact
	Project Manager	Mayur Dave
	Phone Number	702- 430- 0261
	Project Description	We have provided servieNow Desktop Support to Gepact.
	Project Start and End Dates	September 2015- Present
Reference 2	Company	Employer Direct HealthCare
	Project Manager	Ravi Kant
	Phone Number	980-.253-.9039
	Project Description	We have provided Technical support, Configuration support, Upgrade support Integration support, Training, Maintenance and troubleshooting services to support the EDHC ServiceNow ticketing system.
	Project Start and End Dates	May 2018- Present
Reference 3	Company	Brightly
	Project Manager	Ivan Oakley
	Phone Number	+44 7912121855
	Project Description	We have provided serviceNow support to the brightly software.
	Project Start and End Dates	April 2020 to Present

Qualifications

1. Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).

Our organization is highly qualified to provide the services described in this RFP. We have extensive experience in developing custom solutions for ServiceNow, Google Maps API, and mobile application development and have a proven track record of delivering effective and efficient solutions to meet the unique needs of our clients. Our team of experts is well-versed in the latest technology and industry best practices and has a deep understanding of the ServiceNow platform and application development on mobile platforms.

In addition to our technical expertise, we place a strong emphasis on customer service

and collaboration. We work closely with our clients to fully understand their needs and requirements and use that knowledge to develop tailored solutions that deliver real results. Our commitment to excellence and customer satisfaction is reflected in the high level of repeat business and positive feedback we receive from our clients. We are confident that our combination of technical expertise, customer-focused approach, and commitment to excellence makes us the ideal choice to provide the services described in this RFP.

2. Please provide a plan or overview for how the project will be staffed. Describe the technical and business expertise of your core team in addressing the problem statement.

Project Staffing Plan:

- Project Manager: Responsible for overall project planning, execution, and on time, within budget, and to the client's satisfaction delivery.
- Technical Team: A team of experienced ServiceNow, Google Maps API Integrator and mobile application developers and architects will design, develop, and implement the custom solution.
- Business Analysts: Our business analysts will work closely with the client to fully understand their requirements and ensure that the solution meets their needs.
- Quality Assurance: Our quality assurance team will conduct rigorous testing of the solution to ensure it meets the client's requirements and performs as expected..
- Core Team Expertise:
 - Extensive experience in ServiceNow development and customization, including custom scripting, ticket management, and data visualization.
 - Extensive experience in Google Maps API including Routs and Places API
 - Extensive experience in Mobile Application development for various devices – Android, iOS, Phones and Tablets

We are confident that our team's combination of technical and business expertise, along with our commitment to customer satisfaction, will enable us to deliver a solution that meets the City's needs and exceeds their expectations.

3. If you have any existing customers, who are they and what did you accomplish? What did you learn from prior implementations and how might this apply to this project?

Here are some accomplishments in our mobile application which uses Google Maps and Places API:

Increased User Engagement: By providing users with a visual representation of events on a map, the application can make it easier for them to find and attend events.

Improved Event Discovery: By grouping events by geography, users discover events they may not have been aware of otherwise.

Here are a few ways we can apply the learnings from the first project to optimizing service now tickets by location:

- *Map-based Visualization:* We could use a map-based visualization to help users see where SNOW tickets are located.

- Location-Based Grouping: By grouping service now tickets by location, you can help prioritize tickets based on their proximity to each other.
- Prioritization: You could use the information gathered from the map-based visualization and user feedback to prioritize SNOW tickets. For example, tickets in areas with a high concentration of tickets or tickets that are affecting a large number of users could be prioritized over others.

These are just a few examples of how you could apply the learnings from the first project to optimizing service now tickets by location. The key is to use the information gathered from the first project to understand user needs and design a solution that meets those needs.

Impact

1. Describe your proposal and the impact you believe your product or service would have on the Long Beach community.

Our solution will group their SNOW tickets by geographical location. The service staff will have a streamlined approach to handling service requests, leading to improved efficiency and effectiveness.

- The proposed solution will take the existing tickets and group them by Utilize the "Location" field in ServiceNow tickets to store geographical information for each ticket.
- Develop a custom script to group tickets based on the geographical information stored in the "Service Location" field.
- Implement a visual representation of the grouped tickets, such as a map or heatmap, to provide an overview of ticket distribution by geography.
- Further provide an optimized route for the service provider to travel between the various service delivery
- Provide the City with regular reports and updates on ticket distribution and resolution by geography and how this compares to the default assignment logic.

Advantages:

With the tickets grouped by geographical location, the service staff will have a clearer understanding of where they need to go in the city to handle service requests. This will help to minimize the time and resources spent on driving around the city, reducing the amount of time and fuel needed to complete service requests, and reducing the carbon footprint of the city services.

- Reduces travel times for the Service providers,
 - reduced wait times for the services being provided
 - Increase efficiency by being able to service additional tickets
 - Increase efficiency by reducing travel time. Reduced travel expenses
- Supports data-driven decision making and continuous improvement of service delivery.

The solution will have a positive impact on the service staff in terms of reducing driving around the city and the time spent on service requests and improving the overall service delivery process.

Data Governance

1. Explain the data and reporting systems that will be used to routinely evaluate program performance to meet the objectives of the challenge

The following are common systems and methods that could be used to evaluate program performance:

- ServiceNow Analytics provides a robust analytics platform that can be used to track KPIs and performance metrics related to ticket handling and service delivery.
- Custom dashboards and reports can be created to provide real-time, actionable insights into program performance. These dashboards can be configured to display data related to key performance metrics, such as ticket volumes, response times, and completion rates.
- The solution can be configured to export data to external reporting tools for further analysis and reporting.
- Regular surveys and feedback mechanisms can be implemented to gather feedback from citizens and service staff. This data can be used to measure customer satisfaction and evaluate the effectiveness of the solution.
- User adoption metrics, such as login frequency, usage patterns, and feature utilization, can be used to measure the effectiveness of the solution and identify areas for improvement.

A combination of these systems and methods will be used to evaluate program performance and measure the impact of the solution on the City. The specific systems and methods used will be tailored to the requirements and objectives of the City, and regular performance reviews will be conducted to ensure that the solution is meeting its intended goals

2. Describe how data will be collected, maintained, and used. Additionally, please describe how you can ensure the privacy and security of any personal identifiable information.

The data collected for this project will be managed and maintained in accordance with industry-standard best practices for data privacy and security. **The following steps will be taken to ensure the privacy and security of personal identifiable information:**

- Data will be collected through the use of ServiceNow tickets and any other relevant sources. Data will only be collected for the purpose of meeting the objectives of the challenge, and only the necessary information will be collected.
- Data will be stored in a secure database with proper security measures in place, such as encryption, firewalls, and access controls. Data will only be accessible to authorized personnel and will be regularly backed up to ensure its availability in

the event of a disaster.

- Data will be used for the purpose of tracking and measuring the performance of the solution, as well as for improving the service delivery process. Data will not be shared with any third parties unless required by law.
- The privacy and security of personal identifiable information will be of the utmost importance. Minimized collection of PII data from the system by collecting only few fields like ID, Address, status, priority. Further, strict access controls will be in place to ensure that only authorized personnel has access to the data, and data will be stored in accordance with industry-standard best practices for data privacy and security.

The data collected, maintained, and used for this project will be managed in a responsible and secure manner, with the privacy and security of personal identifiable information being of the utmost importance.

3. In addition to the objectives and metrics proposed above in Section 1.5.1, are there any additional or alternative performance metrics you recommend?

In addition to the objectives and metrics proposed above, the following alternative performance metrics could be considered to measure the success of the solution:

- Customer Satisfaction: The customer satisfaction metric measures the level of satisfaction of ServiceNow users with the quality and speed of service delivery. This can be measured through customer surveys or feedback mechanisms.
- Incident Resolution Time: The incident resolution time metric measures the average time it takes to resolve a ServiceNow incident. This metric can provide a clear picture of the efficiency of the desktop support technicians and the overall effectiveness of the solution.
- Number of Reassigned Tickets: The number of reassigned tickets metric measures the number of tickets that have been reassigned to different desktop support technicians. This metric can indicate areas for improvement in the service delivery process and help to identify training needs.
- First Time Resolution Rate: The first time resolution rate metric measures the percentage of ServiceNow incidents that are resolved on the first attempt. This metric can indicate the effectiveness of the desktop support technicians and provide insight into areas for improvement in the training and support provided to them.

These additional or alternative performance metrics can provide a comprehensive view of the success of the solution and help the City to continuously improve the service delivery process.

Originality

1. What sets your solution apart from your competitors? Please describe in specific terms your value proposition.

Our solution sets apart from competitors through several key factors. Firstly, our approach utilizes advanced artificial intelligence algorithms and machine learning techniques to group ServiceNow tickets based on geographical location, ensuring optimal and efficient resource allocation. Secondly, our solution integrates seamlessly with the City of Long Beach's existing ServiceNow platform, resulting in minimal disruption to the current ticket management process. Finally, we have a proven track record of delivering similar solutions to other organizations, resulting in significant improvements in incident resolution times and resource utilization. Our value proposition is to provide a highly efficient and effective solution that delivers measurable results and drives improvements in the City's ticket management process.

- Data Privacy and Security: Our solution implements industry-standard security measures to protect the privacy and security of personal identifiable information, ensuring that sensitive information is kept confidential.
- Customer Support: Our team provides ongoing customer support, ensuring that the City of Long Beach has the resources and support they need to get the most out of our solution.

Overall, our solution offers a unique value proposition that combines a highly customizable and scalable solution with a user-friendly interface, automated workflow, seamless integration with ServiceNow, experienced team, and a commitment to data privacy and security.

2. Given the originality of your submission, what could the City learn from conducting your proposed pilot project?

The City could learn several key things from conducting our proposed pilot project:

- By conducting a pilot project, the City can see firsthand the impact that our solution has on the ServiceNow tickets assignment process and the desktop support technicians. The pilot project will provide valuable data and insights that can be used to assess the effectiveness of our solution and refine it as necessary.
- The pilot project will provide an opportunity for the City to gather feedback from ServiceNow users on the ease of use and functionality of our solution. This feedback can be used to make improvements to the solution, ensuring that it meets the needs of the users.
- The pilot project will provide an opportunity for the City to assess the ease of integration of our solution with the existing ServiceNow platform and any other relevant systems.
- By conducting a pilot project, the City will be able to measure the time and cost savings associated with our solution and assess its overall value.
- The pilot project will provide valuable data on the impact that our solution has on the desktop support technicians, including the reduction in distance traveled and the time saved.

The pilot project will provide valuable insights and data that can be used to assess the effectiveness of our solution and refine it as necessary.

Feasibility

1. Summarize your proposed workplan to implement and conduct a pilot with timelines for key milestones.

Our proposed workplan for implementing and conducting a pilot with the City over 6 months includes the following key milestones:

- Month (-1): Solution Design and Deployment
 - Review and understand the requirements of the City
 - Design the solution, including the data and reporting systems to evaluate program performance
 - Configure and deploy the solution in the ServiceNow platform
- Month 1: User Training and Onboarding
 - Provide training for desktop support technicians
 - Onboard ServiceNow users and provide additional training as needed
- Month 1-5: Pilot Implementation and Data Collection
 - Implement the pilot project
 - Monitor the performance of our solution and collect feedback from ServiceNow users
 - Refine the solution as necessary based on the data collected and user feedback
- Month 6: Pilot Evaluation and Recommendations
 - Evaluate the results of the pilot project
 - Provide recommendations to the City on the potential for expanding the pilot project or rolling out the solution on a larger scale

This workplan is designed to provide a structured and efficient approach to implementing and conducting a pilot project with the City, with a focus on delivering a high-quality solution that meets the needs of ServiceNow users and desktop support technicians. Our team will work closely with the City to ensure that the solution is delivered on time and on budget and to the highest standards.

2. What resources (City staff, Facilities, Land, Public right-of-way, City infrastructure, Equipment, Software, Hardware, Data, etc.) would you need access to for your proposal?

For our proposal, we would need access to the following resources:

- We would need to work closely with City staff, including desktop support technicians and ServiceNow users, to ensure that the solution meets their needs and that they are trained on how to use it effectively.
- We may need access to City facilities, such as server rooms or data centers, to deploy and configure the solution.

- We may need access to City infrastructure, such as networks or data centers, to collect and maintain data on the performance of our solution.
- We may need access to City equipment, such as desktop computers or mobile devices, to test and evaluate the solution.
- We would need access to the ServiceNow platform, as well as any other software or tools required to implement and manage the solution.
- We may need access to hardware, such as servers or storage devices, to deploy and maintain the solution.
- We would need access to any data necessary to implement and evaluate the solution, including data on ServiceNow requests and incidents, as well as data on the performance of desktop support technicians.

We will work closely with the City to ensure that we have access to the resources necessary to implement and conduct a successful pilot project. We will also be responsible for any hardware, software, or other costs associated with the solution.

3. Describe how your company will provide the necessary training, technical assistance, customer support, and onboarding to ensure successful sustained and scaled of your proposed solution.

- Our company will provide the following to ensure the successful sustained and scaled use of the proposed solution:
- Training: We will provide comprehensive training to City staff, including desktop support technicians and ServiceNow users, on how to use and maintain the solution. This training will include both in-person and online training, as well as ongoing support and guidance as needed.
- Technical Assistance: Our technical team will be available to provide ongoing technical assistance and support, including troubleshooting and problem resolution, to ensure that the solution is operating effectively.
- Customer Support: We will provide a dedicated customer support team to respond to any questions or concerns that City staff may have regarding the solution. This team will be available by phone, email, and online chat during regular business hours.
- Onboarding: We will work with City staff to ensure a smooth onboarding process, including providing any necessary training and support to ensure that the solution is integrated into the City's existing processes and systems.

We understand that successful implementation of the solution requires more than just delivering the technology. Our team is committed to providing the necessary training, technical assistance, customer support, and onboarding to ensure that the City is able to fully realize the benefits of our solution.

4. Please identify any anticipated risks or challenges and explain how you plan to mitigate or address them.

There are several potential risks and challenges that could arise during the implementation of our proposed solution:

- The solution may not integrate seamlessly with the City's existing systems and

processes. To mitigate this risk, we will work closely with City staff to ensure that the solution is fully integrated into the City's existing systems and processes, and will provide any necessary training and technical support to ensure that the solution is operating effectively.

- Technical issues may arise during the implementation or use of the solution. To mitigate this risk, we will provide ongoing technical support and will have a dedicated customer support team available to respond to any questions or concerns that City staff may have.
- Given the sensitive nature of the data being collected and processed, it is important to ensure that the privacy and security of any personal identifiable information is protected. To address this challenge, we will implement appropriate security measures, such as encryption and access controls, to ensure that the data being collected and processed is protected.
- The City staff may not fully adopt and use the solution. To address this challenge, we will provide comprehensive training and ongoing support to ensure that City staffs are able to effectively use and maintain the solution, and we will monitor usage to identify any areas where additional support may be needed.

We are committed to addressing these potential risks and challenges and ensuring the successful implementation and sustained use of our proposed solution.

5. (OPTIONAL) If other stakeholders will be involved in implementation of the proposal; how they will you coordinate between these groups.

NA

Understanding of the Challenge

1. Describe your company's general problem-solving approach and how you will tailor it for our agency's specific problem outlined in this RFP?

Our company's general problem-solving approach is based on the following steps:

- Understanding the problem: We start by carefully understanding the problem that needs to be solved, including the root cause and any underlying issues.
- Analyzing data: We then analyze relevant data and information to gain insights into the problem and to identify potential solutions.
- Brainstorming and ideation: We use a structured approach to brainstorm and generate a range of potential solutions, considering both technical and non-technical options.
- Evaluating options: We then evaluate the potential solutions based on a range of criteria, including feasibility, impact, and cost, to identify the most viable options.
- Developing a plan: Once the best solution has been identified, we work with the client to develop a detailed implementation plan, including timelines, resources,

and key milestones.

In tailoring our approach for the City of Long Beach's specific problem, we will focus on understanding the specific challenges and constraints facing the City, and will work closely with City staff to ensure that the solution we develop is tailored to the City's needs and requirements. This will involve regular communication and collaboration with City staff to ensure that the solution is aligned with the City's goals and objectives.

2. Please explain how your proposal will meet the project objectives.

Our proposal will meet the project objectives by implementing a solution that groups ServiceNow tickets assignment by geographical location. This solution will make it easier for service staff to manage and complete requests efficiently, reducing the time it takes to resolve ServiceNow requests and incidents, as well as decreasing the distance traveled by desktop support technicians.

To achieve these objectives, we will provide the City with a solution that leverages cutting-edge technology to automate the process of grouping ServiceNow tickets by geographical location. This solution will make it easier for service staff to manage and complete requests, reducing the time it takes to resolve incidents and requests. Additionally, the solution will use advanced reporting and data analytics tools to monitor the performance of the service and provide the City with insights into areas for improvement.

By implementing our solution, the City will be able to improve the efficiency of its ServiceNow ticket management system, reducing the time it takes to resolve incidents and requests, and decreasing the distance traveled by desktop support technicians. This will not only improve the City's ability to provide high-quality services to its residents, but it will also help to save time and reduce costs for the City, providing a significant return on investment over the long term.

3. (OPTIONAL) Please make any recommendations to the City to improve the scope or outcomes of the pilot.

Based on our expertise, we recommend the following ways to improve the scope or outcomes of the pilot:

- Establish clear and measurable goals for the pilot project: This will ensure that the City can evaluate the impact of the solution and determine whether it meets their expectations.
- Engage with stakeholders and gather feedback: To ensure that the solution meets the needs of the City, it is important to gather feedback from stakeholders, including service staff, residents, and other relevant parties.
- Conduct a thorough pilot evaluation: The City should conduct a thorough evaluation of the pilot, including collecting and analyzing data on performance, user satisfaction, and other relevant metrics.
- Plan for scalability and sustainability: The City should consider the scalability and sustainability of the solution, as well as the resources required to support it, when

planning for a full-scale implementation.

- Consider integrating the solution with existing systems: To maximize the impact of the solution, it may be beneficial to integrate it with other systems that the City uses, such as GIS, asset management, and other relevant systems.

By implementing these recommendations, the City will be able to improve the scope and outcomes of the pilot, and increase the chances of success in a full-scale implementation.

EXHIBIT “B”

Cost/Rates

*pilot is being conducted at no cost to the City

EXHIBIT “C”

City’s Representative(s):

Meghan Weeks, Executive Sponsor of the Pilot

Office: 562.570.6888

Meghan.Weeks@longbeach.gov

Nicholas Totis, Primary Project Manager

Nicholas.Totis@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Jain Sachin, Vice President

Office: 469.251.2899

gov@buzzclan.com

Nitin Sharma, Assistant Vice President

Office: 469.251.2899

gov@buzzclan.com