

AGREEMENT

35625

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3 THIS AGREEMENT is made and entered, in duplicate, as of June 18, 2020,
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 June 9, 2020, by and between CONVERGEONE,
6 INC., a Minnesota corporation ("Consultant"), with a place of business at 10900 Nesbitt
7 Avenue South, Bloomington, Minnesota 55437, and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with as-needed professional and technical services for system
11 analysis, development, implementation, project management, and technical support for
12 information technology projects and systems ("Project"); and

13 WHEREAS, City has selected Consultant in accordance with City's
14 administrative procedures and City has determined that Consultant and its employees are
15 qualified, licensed, if so required, and experienced in performing these specialized
16 services; and

17 WHEREAS, City desires to have Consultant perform these specialized
18 services, and Consultant is willing and able to do so on the terms and conditions in this
19 Agreement;

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay for
26 these services in the manner described below, in an amount not to exceed Five
27 Hundred Thousand Dollars (\$500,000) annually, at the rates or charges shown in
28 Exhibit "B".

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B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this
3 Agreement has been signed by both parties and until Consultant's evidence of
4 insurance has been delivered to and approved by City.

5 2. TERM. The term of this Agreement shall commence at midnight on
6 July 1, 2020, and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner terminated
7 as provided in this Agreement, or unless the services or the Project is completed sooner.

8 3. COORDINATION AND ORGANIZATION.

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

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

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Consultant shall have control of Consultant's work and the
25 manner in which it is performed. Consultant shall be free to contract for similar services to
26 be performed for others during this Agreement; provided, however, that Consultant acts in
27 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
28 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
2 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
3 the usual and customary rights, benefits or privileges of City employees. Consultant
4 expressly warrants that neither Consultant nor any of Consultant's employees or agents
5 shall represent themselves to be employees or agents of City.

6 5. INSURANCE.

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

14 i. Commercial general liability insurance (equivalent in
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
16 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
17 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
18 include but not be limited to broad form contractual liability, cross liability,
19 independent contractors liability, and products and completed operations
20 liability. City, its boards and commissions, and their officials, employees and
21 agents shall be named as additional insureds by endorsement (on City's
22 endorsement form or on an endorsement equivalent in scope to ISO form CG
23 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
24 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
25 no special limitations on the scope of protection given to City, its boards and
26 commissions, and their officials, employees and agents. This policy shall be
27 endorsed to state that the insurer waives its right of subrogation against City,
28 its boards and commissions, and their officials, employees and agents.

1 ii. Workers' Compensation insurance as required by the
2 California Labor Code and employer's liability insurance in an amount not
3 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed
4 to state that the insurer waives its right of subrogation against City, its boards
5 and commissions, and their officials, employees and agents.

6 iii. Professional liability or errors and omissions insurance
7 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

8 iv. Commercial automobile liability insurance (equivalent in
9 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
10 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
11 combined single limit per accident.

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

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

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

1 continuing coverage for a period of not less than three (3) years, commencing on
2 the date this Agreement expires or is terminated.

3 E. Consultant shall require that all subconsultants or contractors
4 that Consultant uses in the performance of these services maintain insurance in
5 compliance with this Section unless otherwise agreed in writing by City's Risk
6 Manager or designee.

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

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

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
26 contemplates the personal services of Consultant and Consultant's employees, and the
27 parties acknowledge that a substantial inducement to City for entering this Agreement was
28 and is the professional reputation and competence of Consultant and Consultant's

1 employees. Consultant shall not assign its rights or delegate its duties under this
2 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
3 of City, except that Consultant may with the prior approval of the City Manager of City,
4 assign any moneys due or to become due Consultant under this Agreement. Any
5 attempted assignment or delegation shall be void, and any assignee or delegate shall
6 acquire no right or interest by reason of an attempted assignment or delegation.
7 Furthermore, Consultant shall not subcontract any portion of its performance without the
8 prior approval of the City Manager or designee, or substitute an approved subconsultant
9 or contractor without approval prior to the substitution. Nothing stated in this Section shall
10 prevent Consultant from employing as many employees as Consultant deems necessary
11 for performance of this Agreement.

12 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
13 certifies that, at the time Consultant executes this Agreement and for its duration,
14 Consultant does not and will not perform services for any other client which would create
15 a conflict, whether monetary or otherwise, as between the interests of City and the interests
16 of that other client. Consultant further certifies that Consultant does not now have and shall
17 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
18 other source of income, interest in real property or investment which would be affected in
19 any manner or degree by the performance of Consultant's services hereunder. And,
20 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
21 and contractors.

22 8. MATERIALS. Consultant shall furnish all labor and supervision,
23 supplies, materials, tools, machinery, equipment, appliances, transportation and services
24 necessary to or used in the performance of Consultant's obligations under this Agreement,
25 except as stated in Exhibit "D".

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Consultant or furnished to Consultant in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 in a format identified by City, and City shall have the unrestricted right to use and disclose
5 the Data in any manner and for any purpose without payment of further compensation to
6 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
7 Data shall not be made available to any person or entity for use without the prior approval
8 of City. This warranty shall survive termination of this Agreement for five (5) years.

9 10. TERMINATION. Either party shall have the right to terminate this
10 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
11 prior written notice to the other party. In the event of termination under this Section, City
12 shall pay Consultant for services satisfactorily performed and costs incurred up to the
13 effective date of termination for which Consultant has not been previously paid. The
14 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
15 date of termination, Consultant shall deliver to City all Data developed or accumulated in
16 the performance of this Agreement, whether in draft or final form, or in process. And,
17 Consultant acknowledges and agrees that City's obligation to make final payment is
18 conditioned on Consultant's delivery of the Data to City.

19 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
21 performing its services, during the term of this Agreement and for five (5) years following
22 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
23 all information, whether written, oral or visual, obtained by any means whatsoever in the
24 course of performing its services for the same period of time. Consultant shall not disclose
25 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
26 of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
28 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates

1 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
2 without breach of this Agreement by Consultant; or (c) a third party who has a right to
3 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
4 disclosed pursuant to subpoena or court order.

5 13. ADDITIONAL COSTS AND REDESIGN.

6 A. Any costs incurred by City due to Consultant's failure to meet
7 the standards required by the scope of work or Consultant's failure to perform fully
8 the tasks described in the scope of work which, in either case, causes City to request
9 that Consultant perform again all or part of the Scope of Work shall be at the sole
10 cost of Consultant and City shall not pay any additional compensation to Consultant
11 for its re-performance.

12 B. If the Project involves construction and the scope of work
13 requires Consultant to prepare plans and specifications with an estimate of the cost
14 of construction, then Consultant may be required to modify the plans and
15 specifications, any construction documents relating to the plans and specifications,
16 and Consultant's estimate, at no cost to City, when the lowest bid for construction
17 received by City exceeds by more than ten percent (10%) Consultant's estimate.
18 This modification shall be submitted in a timely fashion to allow City to receive new
19 bids within four (4) months after the date on which the original plans and
20 specifications were submitted by Consultant.

21 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
22 amended, nor any provision or breach waived, except in writing signed by the parties which
23 expressly refers to this Agreement.

24 15. LAW. This Agreement shall be construed in accordance with the laws
25 of the State of California, and the venue for any legal actions brought by any party with
26 respect to this Agreement shall be the County of Los Angeles, State of California for state
27 actions and the Central District of California for any federal actions. Consultant shall cause
28 all work performed in connection with construction of the Project to be performed in

1 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
2 county or municipal governments or agencies (including, without limitation, all applicable
3 federal and state labor standards, including the prevailing wage provisions of sections 1770
4 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
5 marshal, health officer, building inspector, or other officer of every governmental agency
6 now having or hereafter acquiring jurisdiction.

7 16. PREVAILING WAGES.

8 A. Consultant agrees that all public work (as defined in California
9 Labor Code section 1720) performed pursuant to this Agreement (the "Public
10 Work"), if any, shall comply with the requirements of California Labor Code sections
11 1770 *et seq.* City makes no representation or statement that the Project, or any
12 portion thereof, is or is not a "public work" as defined in California Labor Code
13 section 1720.

14 B. In all bid specifications, contracts and subcontracts for any
15 such Public Work, Consultant shall obtain the general prevailing rate of per diem
16 wages and the general prevailing rate for holiday and overtime work in this locality
17 for each craft, classification or type of worker needed to perform the Public Work,
18 and shall include such rates in the bid specifications, contract or subcontract. Such
19 bid specifications, contract or subcontract must contain the following provision: "It
20 shall be mandatory for the contractor to pay not less than the said prevailing rate of
21 wages to all workers employed by the contractor in the execution of this contract.
22 The contractor expressly agrees to comply with the penalty provisions of California
23 Labor Code section 1775 and the payroll record keeping requirements of California
24 Labor Code section 1771."

25 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
26 constitutes the entire understanding between the parties and supersedes all other
27 agreements, oral or written, with respect to the subject matter in this Agreement.

28 18. INDEMNITY.

1 A. Consultant shall indemnify, protect and hold harmless City, its
2 Boards, Commissions, and their officials, employees and agents (“Indemnified
3 Parties”), from and against any and all liability, claims, demands, damage, loss,
4 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
5 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
6 in connection with (1) Consultant’s breach or failure to comply with any of its
7 obligations contained in this Agreement, including any obligations arising from the
8 Project’s compliance with or failure to comply with applicable laws, including all
9 applicable federal and state labor requirements including, without limitation, the
10 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
11 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
12 employees, agents, subcontractors, or anyone under Consultant’s control, in the
13 performance of work or services under this Agreement (collectively “Claims” or
14 individually “Claim”).

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

24 C. If a court of competent jurisdiction determines that a Claim was
25 caused by the sole negligence or willful misconduct of Indemnified Parties,
26 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
27 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
28 percentage of willful misconduct attributed by the court to the Indemnified Parties.

1 D. The provisions of this Section shall survive the expiration or
2 termination of this Agreement.

3 19. AMBIGUITY. In the event of any conflict or ambiguity between this
4 Agreement and any Exhibit, the provisions of this Agreement shall govern.

5 20. FORCE MAJEURE. If any party fails to perform its obligations
6 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
7 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
8 governmental regulations, governmental controls, judicial orders, enemy or hostile
9 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
10 beyond the reasonable control of the party obligated to perform, then that party's
11 performance will be excused for a period equal to the period of such cause for failure to
12 perform.

13 21. NONDISCRIMINATION.

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

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out this
27 policy in its use of subconsultants and contractors to the fullest extent consistent
28 with the efficient performance of this Agreement. Consultant may rely on written

1 representations by subconsultants and contractors regarding their status.
2 Consultant shall report to City in May and in December or, in the case of short-term
3 agreements, prior to invoicing for final payment, the names of all subconsultants
4 and contractors hired by Consultant for this Project and information on whether or
5 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
6 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

7 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
8 accordance with the provisions of the Ordinance, this Agreement is subject to the
9 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
10 Long Beach Municipal Code, as amended from time to time.

11 A. During the performance of this Agreement, the Consultant
12 certifies and represents that the Consultant will comply with the EBO. The
13 Consultant agrees to post the following statement in conspicuous places at its place
14 of business available to employees and applicants for employment:

15 "During the performance of a contract with the City of Long Beach, the
16 Consultant will provide equal benefits to employees with spouses and its
17 employees with domestic partners. Additional information about the City of
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of
19 Long Beach Business Services Division at 562-570-6200."

20 B. The failure of the Consultant to comply with the EBO will be
21 deemed to be a material breach of the Agreement by the City.

22 C. If the Consultant fails to comply with the EBO, the City may
23 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
24 to become due under the Agreement may be retained by the City. The City may
25 also pursue any and all other remedies at law or in equity for any breach.

26 D. Failure to comply with the EBO may be used as evidence
27 against the Consultant in actions taken pursuant to the provisions of Long Beach
28 Municipal Code 2.93 et seq., Contractor Responsibility.

1 E. If the City determines that the Consultant has set up or used its
2 contracting entity for the purpose of evading the intent of the EBO, the City may
3 terminate the Agreement on behalf of the City. Violation of this provision may be
4 used as evidence against the Consultant in actions taken pursuant to the provisions
5 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

6 23. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Consultant at the address first stated above, and to City at
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
10 to the City Engineer at the same address. Notice of change of address shall be given in
11 the same manner as stated for other notices. Notice shall be deemed given on the date
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

13 24. COPYRIGHTS AND PATENT RIGHTS.

14 A. Consultant shall place the following copyright protection on all
15 Data: © City of Long Beach, California _____, inserting the appropriate year.

16 B. City reserves the exclusive right to seek and obtain a patent or
17 copyright registration on any Data or other result arising from Consultant's
18 performance of this Agreement. By executing this Agreement, Consultant assigns
19 any ownership interest Consultant may have in the Data to City.

20 C. Consultant warrants that the Data does not violate or infringe
21 any patent, copyright, trade secret or other proprietary right of any other party.
22 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
23 and employees harmless from any and all claims, demands, damages, loss, liability,
24 causes of action, costs or expenses (including reasonable attorney's fees) whether
25 or not reduced to judgment, arising from any breach or alleged breach of this
26 warranty.

27 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
28 that Consultant has not employed or retained any entity or person to solicit or obtain this

1 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
2 commission or other monies based on or from the award of this Agreement. If Consultant
3 breaches this warranty, City shall have the right to terminate this Agreement immediately
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
5 due under this Agreement or otherwise recover the full amount of the fee, commission or
6 other monies.

7 26. WAIVER. The acceptance of any services or the payment of any
8 money by City shall not operate as a waiver of any provision of this Agreement or of any
9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
10 Agreement shall not constitute a waiver of any other or subsequent breach of this
11 Agreement.

12 27. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

15 28. TAX REPORTING. As required by federal and state law, City is
16 obligated to and will report the payment of compensation to Consultant on Form 1099-
17 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
18 resulting from payments under this Agreement. Consultant shall submit Consultant's
19 Employer Identification Number (EIN), or Consultant's Social Security Number if
20 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
21 Financial Management. Consultant acknowledges and agrees that City has no obligation
22 to pay Consultant until Consultant provides one of these numbers.

23 29. ADVERTISING. Consultant shall not use the name of City, its officials
24 or employees in any advertising or solicitation for business or as a reference, without the
25 prior approval of the City Manager or designee.

26 30. AUDIT. City shall have the right at all reasonable times during the
27 term of this Agreement and for a period of five (5) years after termination or expiration of
28 this Agreement to examine, audit, inspect, review, extract information from and copy all

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


1 books, records, accounts and other documents of Consultant relating to this Agreement.

2 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
3 designed to or entered for the purpose of creating any benefit or right for any person or
4 entity of any kind that is not a party to this Agreement.

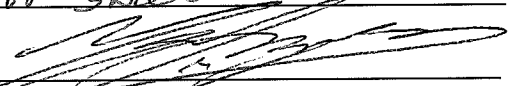
5 IN WITNESS WHEREOF, the parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

7 CONVERGEONE, INC., a Minnesota
8 corporation

9 August 13, 2020

By 
Name STEPHEN MONTROSS
Title VP SALES

11 August 13, 2020

By 
Name Mounira SAYED
Title National Acct Manager

"Consultant"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 August 24, 2020

By Linda J. Jakum
City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

19 This Agreement is approved as to form on August 20, 2020.

21 CHARLES PARKIN, City Attorney

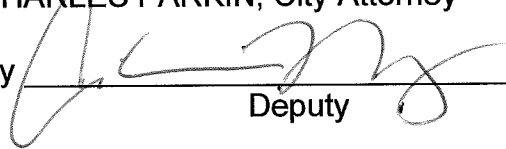
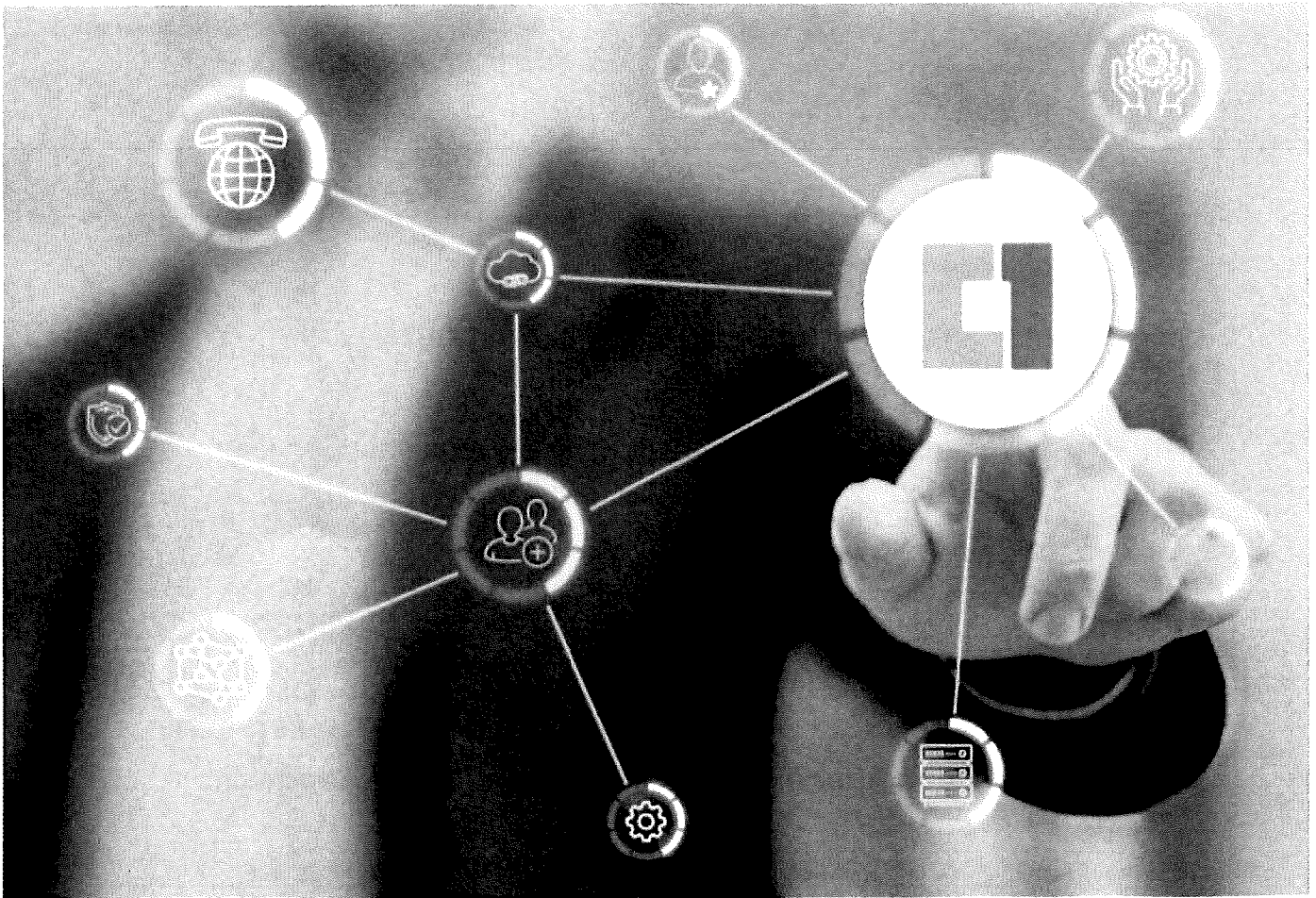
22 By 
Deputy

EXHIBIT "A"

Scope of Work



A CONVERGEONE SOLUTION FOR

CITY OF LONG BEACH

REQUEST FOR PROPOSALS NUMBER TI 19-027 / AS-NEEDED INFORMATION
TECHNOLOGY PROFESSIONAL SERVICES

PART ONE: NARRATIVE/TECHNICAL PROPOSAL

Presented By:

Mounir Sayed

National Account Manager

909.230.7041

msayed@convergeone.com

October 8, 2019



ConvergeOne Corporate Headquarters
10900 Nesbitt Avenue South
Bloomington, MN 55437

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City of Long Beach
Request for Proposals Number TI 19-027
For

As-Needed Information Technology Professional Services

Release Date:	08/15/2019
Questions Due to the City:	08/22/2019
Posting of the Q & A:	October 1, 2019 by 4:00 pm, PST
Due Date:	October 8, 2019 by 11:00 am, PST

City Contact: Sokunthea (Soey) Kol Buyer II 562-570-6123

See Section 4 for instructions on submitting proposals.

Company Name ConvergeOne, Inc. Contact Person Mounir Sayed

Address 10900 Nesbitt Avenue South City Bloomington State MN Zip 55437

Telephone (909) 230-7041 Fax (651) 994-6501 Federal Tax ID No. [REDACTED]

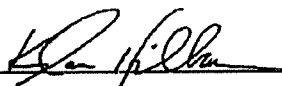
E-mail msayed@convergeone.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date October 8, 2019

ConvergeOne Response:

Except where noted in Part 3: City Required Forms, Attachment A – Exception Summary Form.

Signed 

Print Name & Title Klaus Hillmann, Executive Vice President-West



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ConvergeOne Attachments

Attachment 1 – ConvergeOne Sample Technical Team Qualifications



EXECUTIVE SUMMARY

About ConvergeOne

In today's highly competitive business environment, choosing and implementing a communications system represents a huge investment for any organization, large or small. Given what's at stake, you need a resource you can trust.

ConvergeOne fills the role of trusted systems integrator for many companies nationwide. ConvergeOne is a solutions integration expert and the partner of choice for more than 11,000 customers ranging in size from small businesses to *Fortune* 100 companies. We offer a comprehensive array of communication solutions and support, including PBX and messaging, contact center, unified communications (UC), mobility, VoIP, and converged network integration, consultation services, installation, and maintenance + managed services.

ConvergeOne is your single source for sales, design, implementation, project management, and ongoing support. We offer a complete range of services including:

- Design and Implementation
- Professional Services
- After-Market Offerings (MAC, Block of Hours, System Administration)
- Authorized/Certified Training (ConvergeOne Center of Excellence for Learning and Development)
- Contact Center Services
- Parts Repair/Refurbished Equipment (with one-year warranty) and Trade-In/Buy Back programs
- Authorized ConvergeOne Maintenance + Managed Services

ConvergeOne also offers unique qualifications including:

- A national presence, with headquarters in Bloomington, MN, four regional offices and 90+ sales offices
- Credentialed design and implementation specialist with experience in convergence, messaging, data networking, and contact centers
- A Pre-configuration, staging, and testing of all solutions in the ConvergeOne Performance Readiness Center® prior to shipping and installation
- Direct access to manufacturer resources, allowing us access to expert resources to save valuable time in issue resolution
- 175+ years of VoIP engineering experience.
- State-of-the art in-house refurbishment and repair services
- Minimum \$10 million of new and refurbished equipment warehoused on site



Security and Compliance

SOC 2 Type II Compliant

ConvergeOne is proud of our successful completion of the Service Organization Control (SOC) 2 Type II audit. Completion of the audit indicates that the policies, communications, procedures and monitoring of controls have been implemented by ConvergeOne and tested by an independent certified public accounting firm. This third-party validation confirms our commitment to protecting customer data and ensures our security program meets the standards of the AICPA's trust principles. The achievement is attestation that ConvergeOne exceeds the security, compliance and safety-related requirements for controls and safeguards when hosting our customers' data.

HITRUST + HIPAA Compliant

ConvergeOne has met all the requirements toward attaining the HITRUST certification, and is officially HIPAA compliant.

PCI DSS Compliant

ConvergeOne's Customer Success Center organizations have received PCI Certification (Payment Card Industry).

Partner Value

When it comes to technology, one size – or partner – does not fit all, at ConvergeOne. That's why we work with more than 300 of the world's leading hardware, software and application development companies – so we can bring you the right solution for your unique situation.

Our partners have gone through a proprietary certification process to ensure their products work in even the most complex environments and consistently meet the highest standards.

We make significant investments in these partnerships each and every year, and we're continually broadening and strengthening our skills so we can help you seize new opportunities. In addition to our strategic partners (Avaya, Cisco, Genesys, IBM and Microsoft), please visit www.convergeone.com/partners for a complete partner list.

ConvergeOne Solutions

ConvergeOne has a quality reputation as a nationwide provider of cutting-edge communications solutions for businesses of all types and sizes. We offer one of the broadest portfolios of products and services in the industry, including VoIP, contact center, UC, data networking, collaboration, and mobility solutions. Every solution we deliver combines the expertise of our highly trained team, our focused approach to design and implementation, and our commitment to ongoing support — allowing ConvergeOne to provide a communications solution that is tailored to the needs of your organization.

Our approach is to look for ways to design a solution that allows our customers to also leverage existing infrastructure investment. We consider your business needs, budget constraints, and resource limitations to ensure that any solution we recommend meets all your business requirements.

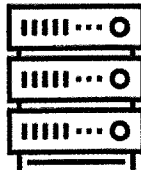
ConvergeOne Core Practice Areas



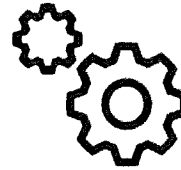
Customer Experience



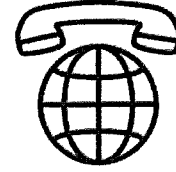
Cybersecurity



Data Center



Enterprise Networking



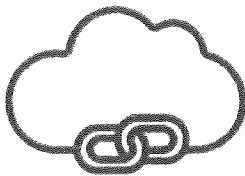
Unified Communications

ConvergeOne Services

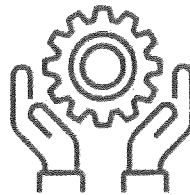
ConvergeOne is here to support your communications solution from end to end. We offer comprehensive services, with the team, expertise, technology, and tools in place to deliver everything from solution planning, design, and implementation to maintenance, managed services, consultation, and training.

ConvergeOne provides a single point of contact to help you with any questions, problems, or technology needs — before, during, and after implementation. Our in-house team of ConvergeOne technicians can be deployed to client sites across the U.S. Using a dedicated team allows ConvergeOne to provide our clients with a consistent, high quality result and a pleasant, customer focused experience.

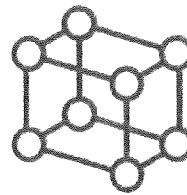
ConvergeOne Service Delivery Models



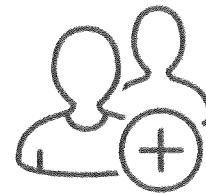
Cloud



Maintenance Services



Managed Services



Professional Services

ConvergeOne Professional Services

ConvergeOne’s Professional Services Team maintains deep industry knowledge on best of breed solutions for Unified Communication, Contact Center, Productivity, Business Intelligence confluence, Collaboration and Network Infrastructure covering platforms such as Avaya, Cisco, Genesys and Microsoft. Every technology environment is unique and customers have specific needs, so our competency must be wide enough to encompass an open marketplace of solutions. We all act as advocates for the customer, balancing between desired functionality, return on investment, and vendor innovation, but we work to greater synergy for a better reason.



Through ConvergeOne's leading professional services capabilities, the Company designs thousands of solutions each year across core technology markets: (i) collaboration and (ii) enterprise networking, data center, cloud, and security, each of which is complemented by industry-leading managed, cloud, and maintenance services.

ConvergeOne's years of focus on end-to-end deployments has provided us a solid foundation that we continue to optimize and refine. Using ITIL-based best practices, we build and support complete lifecycle offerings that extend from end user compute, telephony, enterprise networks, to large scale data centers. We have proven that success is a result of understanding value based outcomes upfront and that the real work really begins once the contract is signed. We know that we only have one chance to make a great first impression, and with our highly trained transition staff working in unison with the City of Long Beach, we will collectively ensure that the process is accomplished with a high level of scrutiny, communication and quality. Furthermore, because technology is constantly changing and evolving, ConvergeOne will engage with the City of Long Beach to provide innovative workshops and road mapping to help optimize and future-proof your environment.

ConvergeOne Support

ConvergeOne is unique in the market by offering three fully staffed, state-of-the-art Network Operations Centers (CSCs) that provide multivendor support and offer 24x7x365 coverage for ConvergeOne maintenance and managed services customers. Our staffing continues to grow and expand technically as our services business increases. We also constantly evaluate our staffing requirements to support other vendor products in an arena where many of our customers have multivendor environments.

We continually invests in training, multivendor certifications, and development — enhancing our added value by expanding our knowledge base and our ability to support all the latest technologies. ConvergeOne is one of the most highly certified business partners in the United States. Over 400 engineers in the CSCs are certified and cross-trained to support multivendor environments.









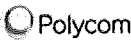

ConvergeOne Certifications

ConvergeOne's commitment to hire and retain only the best people is the reason why our company continues to grow at a double-digit pace. It's also the reason why we consistently receive exceptionally high marks on customer satisfaction surveys.

Our specialists average more than 21 years of experience and are responsible for the design and implementation of thousands of communications systems for companies in all industries. Their extensive experience covers the full spectrum of voice and data systems and a range of proven vendors.

Many of our product and design specialists have earned certifications from industry leaders such as Avaya, Cisco, Genesys, IBM and Microsoft. In fact, our staff has garnered more than 6,300 active, industry-recognized certifications. ConvergeOne continues to invest heavily in ongoing training and development to ensure that our professionals are always current on new technologies.

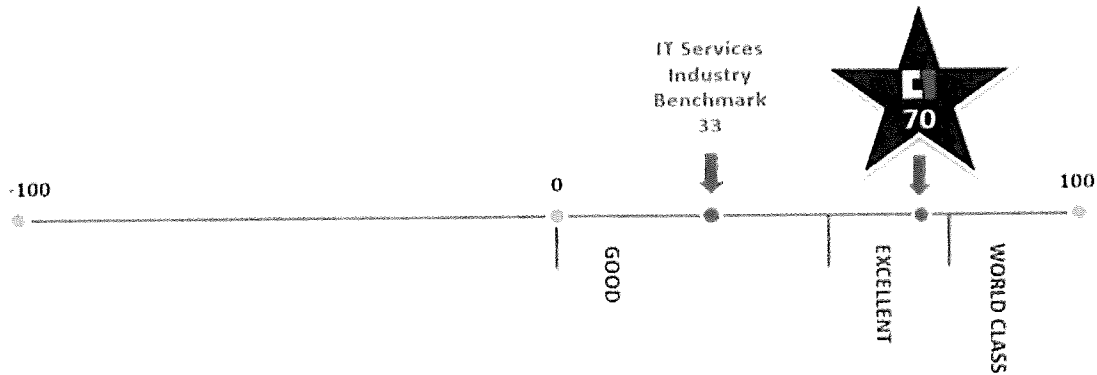


Vendor	Accreditations + Certifications
          <p>Other Accreditations</p>	<p>1,290 Avaya Diamond Partner Certifications including: Implementation Specialists, Support Specialists, Implementation Professional Specialists, Professional Design Specialists, Professional Sales Specialists, Support Professional Specialists, Product Authorities & Nortel</p> <p>4,017 Cisco Gold Partner Certifications. These certifications span all of the Cisco architectures: Collaboration, Security, Data Center and Enterprise including: CCDA (56), CCDE (2), CCENT (45), CCDP (26), CCIE (104), CCNA (267) and CCNP (141). In addition, Master Partner in Cloud and Managed Services.</p> <p>Dell EMC Master Partner, Avamar, Data Domain, Isilon, Recover Point, Source One, VNX, XtremIO. Status Deployed – VNX and Data Domain</p> <p>100+ Genesys Gold Partner with Interactive Intelligence certifications including: MIC, IC Core, 2.4 Core, ICCE, IC Handler/Development, Optimizer & Optimizer Application Support, Interaction Center, Dialer & Dialer Application Support</p> <p>HP authorized service provider and reseller</p> <p>Three Power and Storage Technology Specialty Elite Certifications including Mid Storage Technical Support Specialists (2) and XIV Storage System Technical Specialists</p> <p>Intel Gold Technology Provider and Intel Partner of the Year for Public Sector, 2015</p> <p>100+ Microsoft Gold Partner Certifications including: 60+ Microsoft Gold Partner Certifications including: Microsoft Master (6), Skype for Business (10), IT Professional Certs (3), Azure Big Data + Infrastructure (5), Cloud Solution Architects (2), Microsoft 365 (5), Technical Specialist Certs (3), Skype Competency Sales (3), & Skype Server (16)</p> <p>80 Polycom Certifications including: Installed Voice Sales, RealPresence Platform, Voice/Video Endpoints, RealPresence Immersive, SoundStation IP, Microsoft Optimized CX Devices, and Microsoft Video Endpoints</p> <p>107 VMware Certifications including: VCP (11), VSP (65), VSP-CP (4), VOP-CP (3) and VMware Technical Sales Professionals (24)</p> <ul style="list-style-type: none"> • PMI, ENA, Telecom Project Management Associates, Project Management Professionals • Aruba, AVST, CompTIA, Extreme Networks, HP, NetApp, NICE Systems, OfficeLinx, Spectralink, etc.

ConvergeOne continually invests in training, multi-vendor certifications, and development — enhancing our added value by expanding our knowledge base and our ability to support all the latest technologies.

A Commitment to Service

ConvergeOne is dedicated to superior customer service and our account team structure has a proven track record as reflected in our Net Promoter Score. When the NPS question is asked of our clients, it is not about how well someone sells you product, it is how we service our customers along the lifecycle of our relationship. We are committed to ensuring our customers know we are here from pre-sales through decades of managed services and everything in between. Customers rate us on how we become an advocate for their business. This is evident from our high NPS scores, we value our clients like no one else.



Why ConvergeOne?

Since it was launched in 1993, ConvergeOne has earned a reputation as a quality provider of value-added communications solutions for businesses of all types and sizes. Our investments in a dedicated implementation team, ongoing training, industry certifications, and state-of-the-art service delivery tools make us skilled in sales, design, network integration, project management, ongoing support — virtually everything you need to implement an end-to-end communications solution.

At ConvergeOne, we measure the trust that organizations place in us based on the long-standing relationships we develop with customers and a high percentage of repeat business. These relationships, as well as those we've built with our partners, are key to our success and instrumental to our growth.

ConvergeOne combines unequalled knowledge and experience with a can-do attitude to develop customer solutions that work from day one and keep on working. We don't simply install the "latest and greatest." Our professionals transform leading-edge technologies into innovative, reliable communications solutions.

Our portfolio is not limited by proprietary products and services, giving us the flexibility to create a "vendor-agnostic" solution based on a customer's unique business criteria and communications requirements. ConvergeOne's multivendor capabilities also include monitoring and maintenance services from our high-tech CSCs.



7. PROJECT SPECIFICATIONS

7.1 Application-Specific Services

If proposing support for Application-Specific Services, consultants shall demonstrate their experience, knowledge and expertise providing services for the specific application and version used by the City as provided in the table below. Information shall include, but not limited to current references, and description of services provided to other businesses or governmental agencies.

Application	Version
Infor Public Sector (Hansen)	8.5x and 11.x
ESRI ArcGIS	10.x
Cityworks	2015 and 15.x
Oracle CC&B and MWM	2.x
Zoll RescueNet ePCR and Ambulance Billing	
Tyler Munis ERP	2019.3
Laserfiche	10.x
EPiServer	11.x
ServiceNow	London
Salesforce CRM	Project pending
Genetec	Various
Lenel	Project pending
Microsoft SQL databases	Enterprise edition
Oracle Databases	Enterprise edition

ConvergeOne Response:

Not applicable. ConvergeOne is not proposing Application-Specific Services.



7.2 General IT Services

If proposing to provide General IT Services, consultants must be able to provide the following services:

7.2.1 Pass-through staffing where the City identifies the resource.

ConvergeOne Response:

Comply.

7.2.2 Allow the City to indicate the threshold and criteria when looking for available resources (e.g. Attempt to find a Jr. BA with one to two years of experience for less than \$50/hour)

ConvergeOne Response:

Comply. ConvergeOne will work within the parameters established by the City.

7.2.3 Find qualified resources based on technical skills desired, see **Exhibit A**.

ConvergeOne Response:

Comply. ConvergeOne will work to provide resources identified by the City in Exhibit A.



7.3 Project-Specific Services

If proposing the ability to bid on Project-Specific Services, consultants must be able to meet the following criteria:

7.3.1 Able to provide fixed-price cost estimates.

ConvergeOne Response:

Most services engagements with ConvergeOne represent fixed-price projects, guaranteeing a defined deliverable according to documented milestones. This model includes Project Management and strategic distribution of tiered resources to guarantee outcomes while attempting to streamline project costs. Change Management is reduced through proper workshop, assessment, and scoping, often offered complimentary ahead of an executed Statement of Work for project-based engagements. Through a cooperatively-designed scope, both the City of Long Beach and ConvergeOne are protected against resource unavailability, scope creep, and other pitfalls of engagement.

7.3.2 Agree to follow the City's development standards and conventions (Microsoft .NET shop) and provide transfer of knowledge and source code.

ConvergeOne Response:

Comply.

7.3.3 Agree that all work product will be the property of City to use, modify, and distribute royalty-free (with the exception of any 3rd party components).

ConvergeOne Response:

Comply.

7.4 Additional Requirements

Proposers shall address the following:

- 7.4.1 Provide a description of your candidate screening process.

ConvergeOne Response:

ConvergeOne has developed a proven recruiting methodology of hiring the best resources to meet the specific needs of our customers. Our recruiting team consists of members with extensive recruiting and technical experience. This balanced blend of recruiting expertise, along with detailed knowledge of technical and business requirements, creates a productive environment for a sound recruiting process. As a result, our staffing model is second to none.

Our Methodology

- Specialized Technology Recruiting Team
- Listening to our customers' needs and understanding their business needs
- Thorough candidate technical, behavioral and reference pre-screening process
- Leverage our extensive referral network and pre-qualified recruiting database
- Candidate's resume submission and interview scheduling
- Post-placement candidate support retention process

Our Pre-Screening Process

ConvergeOne has established a proven pre-screening process to recognize the right skills for the right assignments. To ensure that its personnel are of the highest quality and match the specified requirements, our recruiting team pre-screens every candidate through a series of phone, and/or in-person interviews, reference checks, and training compliance prior to a candidate being submitted for further consideration. Key elements are:

- Detailed Reference Checks Prior to Interviews
- Rigorous Technical Interview
- Behavioral Interview to ground soft skills
- Drug and Background check

Delivering Quality Engagements

- All resources are technically pre-screened by our Professional Services Engineering team
- ConvergeOne resources have access to our team of Advanced Technology engineers on the backend of each engagement
- ConvergeOne customers benefit from our engineers and technicians having greater access to technical resources and tools



- 7.4.2 Specify if there is a minimum term commitment when placing consultants (e.g., 1 month, 6 months, or no minimums)?

ConvergeOne Response:

Three (3) month minimum.

- 7.4.3 If there any penalties to the City or the consultant if the consultant applies for and is hired for an internal City position. If so, will these penalties be eliminated after a certain amount of time on contract (e.g. 3 months, 6 months, etc.).

ConvergeOne Response:

After six (6) consecutive months (minimum of 1040 hours) of the candidate's start date and if all A/R is paid in full and current, ConvergeOne agrees to allow Client Company to convert such candidates for no additional cost.

- 7.4.4 Specify if you are able to provide contractors that are local Long Beach Residents.

ConvergeOne Response:

ConvergeOne will endeavor to utilize Long Beach residents as qualified resources, where available.

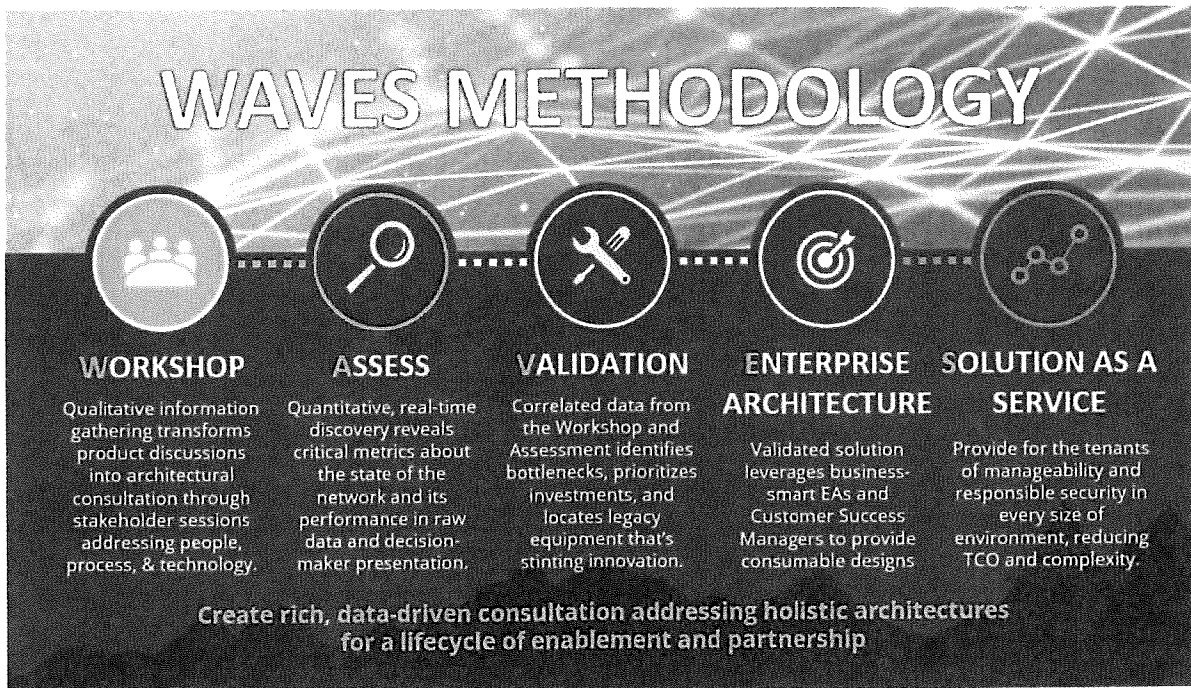
- 7.4.5 If a Project arose that required a fixed bid, specify if you would be able to provide the bid based on requirements supplied.

ConvergeOne Response:

Most services engagements with ConvergeOne represent fixed-price projects, guaranteeing a defined deliverable according to documented milestones. This model includes Project Management and strategic distribution of tiered resources to guarantee outcomes while attempting to streamline project costs. Change Management is reduced through proper workshop, assessment, and scoping, often offered complimentary ahead of an executed Statement of Work for project-based engagements. Through a cooperatively-designed scope, both the City of Long Beach and ConvergeOne are protected against resource unavailability, scope creep, and other pitfalls of engagement.

7.4.6 Specify if there are additional "value added" services that your company can provide to support various technical projects.

ConvergeOne Response:





8. WARRANTY / MAINTENANCE AND SERVICE

Not applicable.

ConvergeOne Response:

Acknowledged.

EXHIBIT “B”

Rates or Charges



COST PROPOSAL

- 10.1 Contractors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.

ConvergeOne Response:

Comply.

- 10.2 Contractors proposing on the Application-Specific Services must specify the hourly rates for each classification of resource (e.g. Project Manager, Sr. Consultant, Consultant, DBA, etc.) in the format specified by the following table:

ConvergeOne Response:

Not applicable. ConvergeOne is not proposing Application-Specific Services.



10.3 Contractors proposing on the General IT Services must provide the following:

10.3.1 Provide the percentage markup for pass through staff.

ConvergeOne Response:

The percentage of markup on pass through staff is 28%.

10.3.2 Provide sample hourly rates using existing resources for each of the positions listed in Exhibit A using the format specified in the following table:

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Business Analyst	\$225.00	\$225.00
Project Manager	\$139.00	\$139.00
Legacy System Programmer	\$185.00	\$185.00
Applications/Web Developer	\$225.00	\$225.00
Website/Graphic Designer	\$138.00	\$138.00
Database Administrator	\$185.00	\$185.00
Systems Support/Production Support Specialist	\$185.00	\$185.00
Android/iPhone Developer	\$150.00	\$150.00
Windows Server Administrator	\$145.00	\$145.00
Communications Network Specialist	\$185.00	\$185.00
Voice Communications Specialist	\$185.00	\$185.00
Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)	\$185.00	\$185.00



10.4 Contractors proposing on the Project-Specific Services must specify hourly rates for project staff using the format specified in the following table:

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Business Analyst	\$225.00	\$225.00
Project Manager	\$139.00	\$139.00
Legacy System Programmer	\$185.00	\$185.00
Applications/Web Developer	\$225.00	\$225.00
Website/Graphic Designer	\$138.00	\$138.00
Database Administrator	\$185.00	\$185.00
Systems Support/Production Support Specialist	\$185.00	\$185.00
Android/iPhone Developer	\$150.00	\$150.00
Windows Server Administrator	\$145.00	\$145.00
Communications Network Specialist	\$185.00	\$185.00
Voice Communications Specialist	\$185.00	\$185.00
Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)	\$185.00	\$185.00

EXHIBIT “C”

City’s Representative:

Behrang Abadi

(562) 570-6543

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Mounir Sayed

National Account Manager

(909) 230-7041