

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

1 AGREEMENT

2 35854

3 THIS AGREEMENT is made and entered, in duplicate, as of February 25,
4 2021, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on June 9, 2020, by and between TALENT &
6 ACQUISITION LLC, dba STAND 8, a California limited liability company ("Consultant"),
7 with a place of business at 100 W. Broadway, Suite 650, Long Beach, California 90802,
8 and the CITY OF LONG BEACH, a 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 annual amount not to exceed
27 Two Hundred Thousand Dollars (\$200,000), at the rates or charges shown in Exhibit
28 "B".

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

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

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

27 E. Consultant represents that Consultant has obtained all
28 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 February 25, 2021, and shall terminate at 11:59 p.m. on February 24, 2023, unless sooner
7 terminated as provided in this Agreement, or unless the services or the Project is
8 completed sooner. The term may be extended for three (3) additional one-year periods, at
9 the discretion of the City Manager.

10 3. COORDINATION AND ORGANIZATION.

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

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

24 4. INDEPENDENT CONTRACTOR. In performing its services,
25 Consultant is and shall act as an independent contractor and not an employee,
26 representative or agent of City. Consultant shall have control of Consultant's work and the
27 manner in which it is performed. Consultant shall be free to contract for similar services to
28 be performed for others during this Agreement; provided, however, that Consultant acts in

1 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
2 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
3 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
4 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
5 the usual and customary rights, benefits or privileges of City employees. Consultant
6 expressly warrants that neither Consultant nor any of Consultant's employees or agents
7 shall represent themselves to be employees or agents of City.

8 5. INSURANCE.

9 A. As a condition precedent to the effectiveness of this
10 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
11 duration of this Agreement, from insurance companies that are admitted to write
12 insurance in California and have ratings of or equivalent to A:V by A.M. Best
13 Company or from authorized non-admitted insurance companies subject to Section
14 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
15 by A.M. Best Company, the following insurance:

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

1 endorsed to state that the insurer waives its right of subrogation against City,
2 its boards and commissions, and their officials, employees and agents.

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

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

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

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

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

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless
2 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
3 continuing coverage for a period of not less than three (3) years, commencing on
4 the date this Agreement expires or is terminated.

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

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

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

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

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
28 contemplates the personal services of Consultant and Consultant's employees, and the

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

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

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

28 9. OWNERSHIP OF DATA. All materials, information and data

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

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

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

1 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
2 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
3 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
4 without breach of this Agreement by Consultant; or (c) a third party who has a right to
5 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
6 disclosed pursuant to subpoena or court order.

7 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

26 15. LAW. This Agreement shall be construed in accordance with the laws
27 of the State of California, and the venue for any legal actions brought by any party with
28 respect to this Agreement shall be the County of Los Angeles, State of California for state

1 actions and the Central District of California for any federal actions. Consultant shall cause
2 all work performed in connection with construction of the Project to be performed in
3 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
4 county or municipal governments or agencies (including, without limitation, all applicable
5 federal and state labor standards, including the prevailing wage provisions of sections 1770
6 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
7 marshal, health officer, building inspector, or other officer of every governmental agency
8 now having or hereafter acquiring jurisdiction.

9 16. PREVAILING WAGES.

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

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

27 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 18. INDEMNITY.

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

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

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

1 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
2 percentage of willful misconduct attributed by the court to the Indemnified Parties.

3 D. The provisions of this Section shall survive the expiration or
4 termination of this Agreement.

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

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

15 21. NONDISCRIMINATION.

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

26 B. It is the policy of City to encourage the participation of
27 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
28 procurement process, and Consultant agrees to use its best efforts to carry out this

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

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

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

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

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

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

28 D. Failure to comply with the EBO may be used as evidence

1 against the Consultant in actions taken pursuant to the provisions of Long Beach
2 Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

15 24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

14 27. CONTINUATION. Termination or expiration of this Agreement shall
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
16 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

28 30. AUDIT. City shall have the right at all reasonable times during the

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Long Beach, CA 90802-4664

1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of Consultant relating to this Agreement.

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

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

9 TALENT & ACQUISITION LLC, dba
10 STAND 8, a California limited liability
11 company
12 March 8, 2021 By [Signature]
13 Name Quintin Fillmon
14 Title CEO

15 _____, 2021 By _____
16 Name _____
17 Title _____

"Consultant"

18 CITY OF LONG BEACH, a municipal
19 corporation
20 March 16, 2021 By [Signature]
21 City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Agreement is approved as to form on March 11, 2021.

23 CHARLES PARKIN, City Attorney
24 By [Signature]
25 Deputy
26
27
28

EXHIBIT “A”

Scope of Work



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

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:	09/10/2019
Due Date:	09/17/2019

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

See Section 4 for instructions on submitting proposals.

Company Name Talent & Acquisition LLC dba STAND 8 Contact Person Dana Krueger
 Address 100 W Broadway , Suite 650 City Long Beach State CA Zip 90802
 Telephone (213) 742-1972 Fax (213) 742-1819 Federal Tax ID No [REDACTED]
 E-mail: dkrueger@stand8.io

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 09/10/2019

Signed *Dana Krueger*

Print Name & Title Dana Krueger - Director, Sales & Recruiting

Rev 2016 0919



Part One: Narrative / Technical Proposal

Request for Proposal (RFP) Number TI 19-027 for As-Needed Information Technology Professional Services

City of Long Beach

Purchasing Division

411 West Ocean Blvd, 6th Floor

Long Beach, CA 90802

Overview of RFP and Introduction to our Firm:

1. **RFP:** The City of Long Beach is soliciting proposals from qualified Information Technology (IT) firms to provide IT Professional Services to the City's Technology and Innovation Department (TI). Our firm would proudly welcome the opportunity to work with the City of Long Beach and provide these services. The services described in this RFP are our core areas of focus for our business.
2. **LONG BEACH BASED!** Our firm is proud to be based in the great City of Long Beach. "Talent & Acquisition LLC dba STAND 8" is a premier provider of Information Technology services for many large enterprise corporations as well as public sector agencies throughout Southern California and the entire U.S. We are a certified Small Business Enterprise (SBE) and a Local Business Enterprise (LBE). Our company headquarters is located at 100 W Broadway, Suite 650, Long Beach, CA 90802.
3. **OUR COMMITMENT:** STAND 8 is committed to providing a high level of customer support. As residents of this amazing city, we would take great pride in working with the City of Long Beach. We will represent the City with great prestige and the highest ethical standards in all of our efforts related to this contract.
4. **COMPANY PROFILE: Long Beach Business License: #BU21708675 Expiration: 01/01/2020 (will be renewed before expiration)**

OWNERSHIP: Quinn Fillmon, CEO

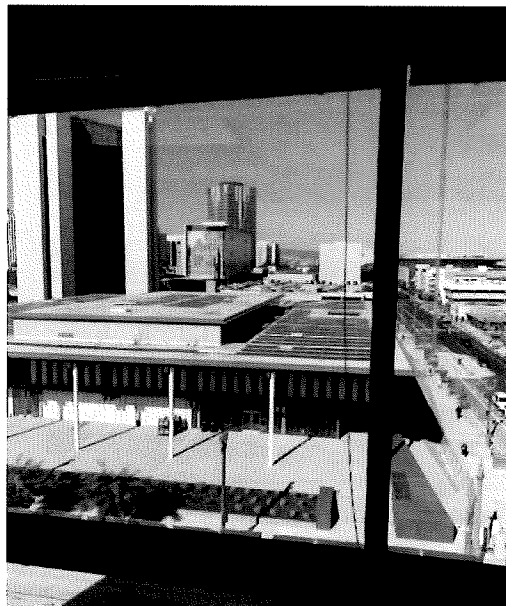
STAND 8 is a digital services and technology resources company that was founded in 2009 by Quinn Fillmon (Long Beach area resident). This year, we are celebrating a decade of service to our customers and community. We have 10+ years of history delivering successful Technology projects from End-to-End. In addition, we have a strong background in providing IT consultants and IT staff augmentation services. Our project management office consists of experienced technology experts with a background in driving schedule and delivering projects on-time and under budget. We have an in-house recruiting team of senior level IT/Technical Recruiters and have a robust screening process, using the newest tools and technology to attract and retain the best talent for our projects and consulting positions.

STAND 8 has 72 total employees, with 21 total employees based in Long Beach. 11 of our employees live in Long Beach, including CEO & Primary Point of Contact.

OFFICE LOCATIONS:

<p>Long Beach, Headquarters: 100 w Broadway Ste 650 Long Beach, CA 90802</p>	<p>New York City: 15 W 38th St, Suite 808 New York, NY 10018</p>
<p>Atlanta: 1934-B N. Druid Hills Rd, Suite 200 Atlanta, GA 30319</p>	<p>San Luis Obispo: 842 Main Street Morro Bay, CA 93442</p>

Our company Headquarters in Long Beach (address listed above) will be the office servicing the City of Long Beach account. We are conveniently located just 1 block walking distance from the City of Long Beach’s new City Hall! We are in “The Hubb” building. View from our office:





POINT OF CONTACT(S): In addition to our company being based in Long Beach, our staff is too. The majority of our staff are residents of City of Long Beach, including the key point of contact. Dana Krueger will be the primary point of contact for correspondence between STAND 8 and the City of Long Beach. Dana has hands on experience working with and providing IT services to the City of Long Beach in the past. He is also a local Long Beach resident of 10+ years, residing in the Downtown Long Beach area. Dana has also worked with other local government and public agencies such as Metropolitan Water, LAUSD, and LA County DPH. Quinn Fillmon, CEO, will be the backup contact for correspondence with our firm.

CONTACT INFO FOR POC's:

Dana Krueger Director, Sales and Recruiting 100 W Broadway, Ste 650 Long Beach, CA 90802 Office Phone: (213) 742-1972 Mobile: (562) 338-1182	Quinn Fillmon CEO 100 W Broadway, Ste 650 Long Beach, CA 90802 Office Phone: (213) 742-1972 Mobile: (310) 709-7580
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WHY WE ARE UNIQUELY QUALIFIED FOR THIS:

STAND 8 is a premier provider of information technology resources and digital services and solutions with headquarters in Long Beach, CA. We are uniquely qualified for this RFP because of our 10 years of successful industry experience. We are highly capable of delivering on projects and solutions as well as technology staffing. Our staff has been here in the area to watch the City grow; we have seen the tremendous turn around the downtown Long Beach area has went through. In addition to knowing the local landscape very well, more importantly, we have the technical expertise to deliver resources for all technology related projects at the City of Long Beach.



RESUME FOR POINT OF CONTACT:

Dana Brock Krueger

Long Beach, CA 90802

SUMMARY:

Staffing Professional with 10+ years of experience in Account Management, Technical Recruiting, and Business Development. Very successful in the tech staffing industry and with a proven track record of delivering the best talent for clients' that I work with.

SKILLS:

- Account Management
- Technical Recruiting
- Identifying and bringing in new clients
- Proposal/RFP authoring
- Cold Calling and Persistence
- Project Management
- Finding candidates with very unique and rare skill sets
- Managing, motivating, and leading teams

WORK EXPERIENCE:

Director, Sales & Recruiting

October 2017 – Present

STAND 8 Technologies (Long Beach, CA)

As the nation's premier technology staffing and services provider, STAND 8 connects people to their dream jobs and helps leading companies attract, retain, and cultivate top talent to grow their businesses, successfully scale, and deliver projects.

- Responsible for leading team of Information Technology and Engineering Recruiters, successfully delivering IT Projects from end-to-end
- Full-Cycle Recruiting for Information Technology related projects, including but not limited to: MS / SQL Technologies, Analytics, Software/Application Development, UX/UI, Machine Learning, Computer Vision, AWS, Systems Engineering, VMware, Citrix, Desktop Support Services / Helpdesk / Service Desk, Business Analyst, Business Intelligence, Data Analyst, Visualizations (Tableau, PowerBI, Domo), Google Analytics, and more!
- Successfully acquired new large enterprise accounts and managed the client relationship.
- Managed a team of 12 recruiters onsite in Long Beach office, as well as direct management of 17 additional employees spread out in nationwide.
- Strong knowledge of local market in Southern California
- Key player in successful end-to-end management of large Enterprise Cloud migration projects, OS System upgrade projects, GIS Projects, Autonomous Vehicle SW Verification, and many more!
- Partnered with Technology Leaders to identify resources for Technology project needs.

National Account Manager / Technical Recruiter / IT Recruiter (Full-Desk)

Aug 2010 – June 2017

Apollo Professional Solutions, Inc. (Lakewood, CA)

Apollo is a Technical Staffing company that specializes in providing Contract Staffing, Contract to Direct, Direct Hire or Permanent Staffing, Project Management, and Payroll services. Apollo provides services to a wide range of industries and recruits for some of the largest, most innovative companies in the world.

- Responsible for the management of high volume and important accounts, working directly with Hiring Managers, HR Mangers, Project Managers, or anybody involved in the hiring process.
- Full-Cycle Recruiting for IT, Engineering, Aircraft Maintenance, and Professional positions.
- Helped train and mentor new Sales and Recruiting internal personnel that went on to be very successful employees for the company.
- Oversee the initialization, development and maintenance of accounts specializing in the Information Technology, Aerospace, Aircraft Maintenance, Government, Public Education, and Professional industries.
- Great understanding of employment laws, familiar with the ACA, CA Sick Time laws, etc.
- In depth knowledge of Employment Burdens, Markup percentages, and the costs involved in employing contractors - workers comp, payroll taxes, benefits, overhead expenses, liability insurance, W2, 1099, Corp-to-Corp.
- Successful in placing candidates for the following positions and more:
IT: Business Analyst, Oracle DBA/Developer (ETL, OBIEE, ODI, PL/SQL), Project Manager, UX Designer, Software Engineer, Java Developer, Network Engineer, Virtualization (VMware) Engineer, Desktop Support Tech, Project Coordinator, POS Tech, Director of IT, etc.
Engineering: Mechanical Engineer, Stress Engineer, Configuration Management Specialist, Software Engineer, Hardware/FPGA Engineer, Design Checker, Tool Engineer, Thermal Engineer, etc.
Aircraft Maintenance: Aircraft Mechanic, Sheet metal / Structures Technician, Avionics Technician, Upholstery Tech, Interiors Mechanic, Airworthiness Inspector, Service Center Manager, etc.
Professional: Accountant, AP/AR Clerk, Administrative Assistant, Financial Analyst, Paralegal, Marketing Associate, Cost Accountant, Controller, General Manager, Operations Manager, Logistics Manager, Business Development Manager, etc.
- #1 ranked in sales and recruiting revenue for 2013, and 2014.

Business Development Leader / Technical Recruiter

April 2010 – Aug 2010

SOLUTIONS Staffing (Phoenix, AZ)

- Responsible for generating new business activities within the Phoenix area.
- Promoted business through various marketing strategies, sales and e-mail campaigns.
- Proven success in the development of 5 new key accounts within a three month period.
- Hired to further launch and expand upon technical and engineering contract staffing services.

Business Development Manager / Technical Recruiter

May 2009 - March 2010

Talent Force Services (Phoenix, AZ)

- Utilized a variety of different lead sources to find contacts within the target industry, and then seek out new business from them.
- Responsible for making cold calls, marketing calls, research calls, writing e-mail campaigns.
- Conduct daily research to find new companies in need of engineering staffing, identify key decision makers and initiate sales meetings and company presentations.
- Success in developing new clients and establishing business relationships with Engineering Management and Human Resources.
- Manage the recruitment efforts for a wide range of job classifications to include: Software or Systems Engineers, Network Administrators or Business Analysts, to CNC Manufacturing or A&P Mechanic positions.
- Recruiting Experience with Talent Force: Involved with full-cycle technical recruiting. Successful in placing both contract and direct hire employees. Utilized Recruitment tools such as Monster, Career Builder, CE Weekly, etc.

EDUCATION

Mountain Pointe High School (2003)

Arizona State University – Bachelor’s in Business Administration (2008)

A. CLIENT REFERENCES:

Client Reference (1):

Company/Organization: Cumulus Media

Contact Name: Matt Tronccone

Title: VP, Business Systems and Applications Development

Email: matthew.tronccone@cumulus.com

Phone: (609) 932-4039

Brief description of the project: .NET/SQL Development (Full Stack including Entity Framework for ORM) for Trafficking Application

Your firm's involvement: Provided .NET, SQL, and PHP development resources along with project and test management.

Dates: 06-2017-current

Duration: 13 months and on-going

Number of project/site staff involved: 5 Total - 3 .NET Developers, 1 PM; 1 Test Manager

The outcome: Project is going well and on-track for go-Live in December

Client Reference (2):

Company/Organization: Service Employees International Union - UHW

Contact Name: Gerard Gier

Title: Chief Information Officer

Email: ggier@sachealthsystems.org

Phone: (714) 504-6349

Brief description of the project: Sales CRM Implementation Project. We are tasked with providing Project Management services for an enterprise wide roll-out of Salesforce CRM at SEIU. This project involves working closely with cross functional teams and stakeholders to ensure alignment and continuity of information between teams in support of the implementation.

Your firm's involvement: Provided expert functional requirements and use cases for SEIU's team for their Salesforce implementation.

The outcome: The work was completed within budget and on time.

Client Reference (3):

Company/Organization: CBS Technology

Contact Name: Marlene Baez

Title: Vice President – Human Resources

Email: mbaez@cbs.com

Phone: (212) 975-0555

Brief description of the project: Windows 7 to Windows 10 upgrade/migration project as well technology staffing services for projects for 10 years including a network sales and traffic Project.



Your firm's involvement: Windows 10 migration project for CBS's different business units. In addition, STAND 8 has been providing technical staffing services to CBS for over 10 years, and we've been awarded multiple Supplier of The Year awards.

Dates: June 2019 - Present

Duration: 6 -12 months

Number of project/site staff involved: 8 Technical Analysts in different locations, LA, ATL, NYC,

The outcome: Contractors are performing very well on this Windows 10 Migration Project. Work is still ongoing. CBS is looking into converting the consultants to full-time employees of CBS.

Client Reference (4):

Company/Organization: NBC Universal

Contact Name: Jose Alvarado

Title: Director of Technology, Project Engineering

Email: Jose.Alvarado@nbcuni.com

Phone: (818) 266-5523

Brief description of the project: Kubernetes Implementation Project

Your firm's involvement: We provided Kubernetes architecture and implementation services for enterprise containerization.

Dates: 06/2017-6/2018

Duration: 1 year

Number of project/site staff involved: 1 Cloud Architect

The outcome: Kubernetes was successfully implemented into production, internal staff was trained, and now all Kubernetes clusters are being supported by internal staff.

Client Reference (5)

Company/Organization: HRL Laboratories

Contact Name: Peter Molina

Title: Manager, Information Systems

Email: pamolina@hrl.com

Phone: (310) 317-5529

Brief description of the Services: Provided contract and direct hire employees to support Information Systems at HRL Laboratories. The Main technologies supported with Microsoft Windows OS, MAC OSX / iOS, System Administrator Engineering (Windows and Linux), Server Virtualization (VMware, Hyper-V). HRL also needed Systems Engineers with Top Secret level clearance per their project requirements.

Your firm's involvement: STAND 8 provided resources for very difficult to fill technology roles at HRL. We delivered 4 Systems Engineer and an IT Support Analyst for their IT Department.

Dates: July 2018 - Present

Duration: 1 year+

Number of project/site staff involved: 5

The outcome: The employees provided to HRL are performing well and exceeding client expectations.

- B. **WHAT WE ARE BIDDING ON:** STAND 8 is bidding on the following items within the RFP and we are confident that we can be the sole firm to provide these services to the City of Long Beach: Application-Specific Services, General IT Services, and Project-Specific Services.

Application-Specific Services: (Section 7.1 of RFP)

STAND 8 provides consulting expertise on the applications used by the City of Long Beach. We have worked with many of the applications listed within the applications table on the RFP (Page 10, section 7.1). We have chosen to highlight our experience on a few of the below areas:

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

General IT Services (Section 7.2 of RFP):

STAND 8 will provide General IT Services as requested by the City of Long Beach.

Our firm can provide Pass-through staffing where the City identifies the resource. We think our firm would be a great choice for the City of Long Beach to work with as we have a smooth weekly payroll process and we are conveniently located in the heart of Downtown Long Beach. We run payroll weekly, and it is proven that our weekly payroll processing is appreciated by all our workforce. Our employees/contractors will be able to contact a local Long Beach resource from STAND 8 for any employment related questions during their time at the City. They will have a HR point of contact as well.

(RE: 7.2.1) STAND 8 can provide pass-through staffing where the City of Long Beach identified the resource and we hire them to consult for the City of Long Beach.

(RE: 7.2.2) STAND 8 will allow the City of Long Beach to indicate the threshold and criteria when looking for available resources.

(RE: 7.2.3) STAND 8 has many 10+ years of successful experience in providing resources with the desired technical skills required by the City of Long Beach. We are very confident that we can quickly deliver top talent for all the categories and positions listed in Exhibit A.

Project-Specific Services (Section 7.3 of RFP):

(RE: 7.3.1) STAND 8 can provide Fixed-Price project cost estimates for specific technical skill sets, such as the development of small Web-based (.NET) or Mobile Applications, large deployment projects for new devices or Software, system implementation projects, and many more. We are confident that we can be a sole source for the City of Long Beach's technology project needs.

(RE: 7.3.2) STAND 8 will follow the City's SDLC standards, conventions (MS .NET shop) and provide transfer of knowledge and source code.

(RE: 7.3.3) STAND 8 agrees that all work product will be the property of the City of Long Beach to use, modify, and distribute royalty-free (with the exception of any 3rd party components).

(NOTE: SEE FINAL TWO SLIDES LABELED UNDER SUPPLEMENTAL INFORMATION FOR MORE DETAILS ON PROJECT-SPECIFIC SERVICES AND COMPANY SERVICES PROVIDED)

C. ADDITIONAL REQUIREMENTS (addressing page 11, section 7.4 of RFP):

Candidate Screening Process:

(RE: 7.4.1) STAND 8 customer obsessed strategy starts with our robust candidate selection process which allows us to quickly identify the top talent available for our clients' positions. Our process starts with closely analyzing the requirements of the position, gaining a full understanding of the technical and soft skills needed to successfully perform this role. It is very important to understand the role and requirements before getting into the screening process.

We take time to define with our recruiting staff which skill sets are absolutely critical/required, which ones are nice to have and why these skills are important for to the success of the position. Once we understand the requirements for the role, we use a variety of different STAND 8 tools and resources to search for and pick through the best candidates whose background meet the requirements.

We conduct phone, video and/or in-person interviews with them using a predefined set of technical questions and technical screening tools based on the specific job requirements. We get examples from the candidates of work they've completed in this exact space; we cover all the logistical aspects of the role such as location, pay, culture fit, duration, etc...

Once we feel confident with the identified candidate(s) meeting all the requirements for the position, we quickly package and present each candidate to our Clients(s) with detailed submission summary of their background. From there we proceed into the interview and hiring processes.

Minimum Term Commitment:

(RE 7.4.2) STAND 8 does not have a minimum term commitment for placing consultants, we understand that the City of Long Beach will have both long-term and short-term needs and STAND 8 will stand with you for all these needs. We won't just work on your long-term projects and neglect the short-term projects, we will treat all business fairly, equally, and with the same commitment to delivery excellence.



Penalties to hire Consultant internally:

(RE 7.4.3) After 90 days/3 months of employment, the City can hire a consultant from STAND 8 at no additional cost. If the City of Long Beach chooses to hire a consultant from STAND 8 for an internal position prior to 90 days / 3 months of employment, a fee of 20% of the annual starting salary will be assessed to the City. There will never be a charge to the consultant/employee in any scenario.

To Recap: If the City chooses to hire a consultant we provide after 3 months or 90 days of employment, there is no additional charge to the City of Long Beach. If a consultant from STAND 8 is hired internally by the City between day 1 and day 89 of employment, there will be an 20% fee charged of the person's first year annual salary.

Long Beach Local Contractors:

(RE 7.4.4) STAND 8 will be committed in providing Long Beach residents to fill these contract/consulting roles at City of Long Beach. We feel a strong sense of pride being part of this community. As our first step in our search, we will always look for candidates that are Long Beach residents before branching out to other cities in the surrounding areas.

Supplemental Information for Project-Specific Services

SERVICES & RESOURCES

- Strategy
- Project Services
- Strategic Staffing
- Automation
- Cloud Services
- Technology Practices
- Service Management

COMMUNITY

- Doing Business Since 2009
- Headquartered in Long Beach, CA

CLIENTS

- 20+ Business Clients
- 10 Fortune 1000 Companies

NATIONAL PRESENCE

Regional offices:

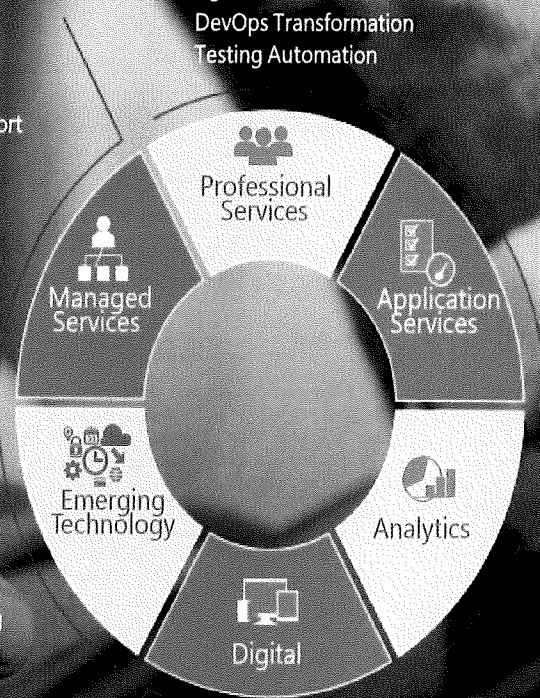
- CA,DC,GA,NY&NJ

A black and white photograph of a city skyline featuring several tall buildings and a prominent Ferris wheel in the foreground. The scene is set against a cloudy sky. The text "Your Project & Digital Services Partner" and "Powered through technology" is overlaid on the image.

Your Project & Digital Services Partner
Powered through technology

Supplemental Information for Project-Specific Services

Service Offerings



- Assessments
- Strategic Roadmaps
- Agile Transformation
- DevOps Transformation
- Testing Automation

- Project Services
- Development Support
- CloudOps Services
- Hosting
- Nearshore COE
- Offshore COE

- Adobe Implementations
- Adobe Upgrades
- Adobe Optimization
- Adobe Enhancements
- System Integrations
- SaaS Development
- Mobile Development

- AI/ML
- Internet of Things (IoT)
- NLP for Bots
- Big Data Consulting
- Multi Cloud Consulting

- BI, BW, BO
- Data Migration
- Data Governance
- Predictive Analytics
- Reporting Strategy
- Visualization/Dashboards
- Multi-platform integration

- Assessments & Strategy
- UI/UX Expertise
- SMP
- Mobile Development
- Technology Agnostic

we partner with industry-leading companies
 Stand 8 works with an array of clients, from the high-growth startup to the Fortune 500 company.




EXHIBIT “B”

Rates or Charges



Part Two: Cost Proposal

Request for Proposal (RFP) Number TI 19-027 for As-Needed Information Technology Professional Services

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

COST PROPOSAL

STAND 8’s pricing comes from years of hands on experience within the local market. We are also open to allowing the city to set the hourly rate for General IT Services and working within those parameters.

We have concluded that off-site hourly rate will be \$20 more per hour, this will cover any travel expenses incurred by our consultants. This would be fully inclusive of any travel or work-related expenses, including but not limited to: airfare, taxi, lodging or meal expenses. We are also open to adhering to the City of Long Beach’s travel and expense policy and are willing to work with the City of Long Beach’s direction.

NOTE: Pricing for different Levels is based on overall candidate years of experience and/or level of expertise as follows: Level I: 1-3 years of experience, Level II: 4-7 years, Level III: 7+ years of experience

APPLICATION SPECIFIC SERVICES:

(RE: 10.2) STAND 8 has an expertise in the following 4 technologies that are utilized by the City of Long Beach: Salesforce CRM, Microsoft SQL Databases, Oracle Databases, and ServiceNow. Our company and staff have successfully delivered on Application Implementation, Migrations, Upgrades, and Development projects in these technologies.

Salesforce CRM

Resource Type - Salesforce CRM	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Salesforce Developer I	\$80.00	\$100.00
Salesforce Developer II	\$100.00	\$120.00
Salesforce Developer III	\$125.00	\$145.00
Salesforce Project Manager I	\$85.00	\$105.00
Salesforce Project Manager II	\$100.00	\$120.00
Salesforce Project Manager III	\$120.00	\$140.00
Salesforce Admin I	\$80.00	\$100.00
Salesforce Admin II	\$95.00	\$115.00
Salesforce Admin III	\$110.00	\$130.00

Business Systems Analyst I	\$75.00	\$95.00
Business Systems Analyst II	\$95.00	\$115.00
Business Systems Analyst III	\$110.00	\$130.00

Microsoft SQL Databases

Resource Type - Microsoft SQL Databases	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Database Administrator I	\$85.00	\$105.00
Database Administrator II	\$105.00	\$125.00
Database Administrator III	\$125.00	\$145.00
Database Developer I	\$80.00	\$100.00
Database Developer II	\$100.00	\$120.00
Database Developer III	\$120.00	\$140.00
ETL Developer I	\$80.00	\$100.00
ETL Developer II	\$100.00	\$120.00
ETL Developer III	\$120.00	\$140.00
Business Systems Analyst I	\$75.00	\$95.00
Business Systems Analyst II	\$95.00	\$115.00
Business Systems Analyst III	\$110.00	\$130.00
Technical Project Manager I	\$85.00	\$105.00
Technical Project Manager II	\$100.00	\$120.00
Technical Project Manager III	\$120.00	\$140.00

Oracle Databases

Resource Type - Microsoft SQL Databases	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Database Administrator I	\$85.00	\$105.00
Database Administrator II	\$105.00	\$125.00
Database Administrator III	\$125.00	\$145.00
Database Developer I	\$80.00	\$100.00
Database Developer II	\$100.00	\$120.00
Database Developer III	\$120.00	\$140.00

ETL Developer I	\$80.00	\$100.00
ETL Developer II	\$100.00	\$120.00
ETL Developer III	\$120.00	\$140.00
Business Systems Analyst I	\$75.00	\$95.00
Business Systems Analyst II	\$95.00	\$115.00
Business Systems Analyst III	\$110.00	\$130.00
Technical Project Manager I	\$85.00	\$105.00
Technical Project Manager II	\$100.00	\$120.00
Technical Project Manager III	\$120.00	\$140.00

ServiceNow

Resource Type - Salesforce CRM	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
ServiceNow Developer I	\$80.00	\$100.00
ServiceNow Developer II	\$100.00	\$120.00
ServiceNow Developer III	\$125.00	\$145.00
ServiceNow Project Manager I	\$85.00	\$105.00
ServiceNow Project Manager II	\$100.00	\$120.00
ServiceNow Project Manager III	\$120.00	\$140.00
ServiceNow Admin I	\$80.00	\$100.00
ServiceNow Admin II	\$95.00	\$115.00
ServiceNow Admin III	\$110.00	\$130.00
Business Systems Analyst I	\$75.00	\$95.00
Business Systems Analyst II	\$95.00	\$115.00
Business Systems Analyst III	\$110.00	\$130.00



GENERAL IT SERVICES

(RE: 10.3.1) Pass-Through Staff Markup: For resources that are identified by the City and sent to us as a “pass-through” employee, our standard markup is 35%. Please note that candidates will be eligible for medical/dental benefits options to choose from during their contract period in which they are employed by Stand 8.

(RE: 10.3.2) Sample Hourly Rates:

Resource Type	On-Site hourly rate	Off-Site hourly rate (Inclusive of travel/expenses)
Business Analyst (Senior)	\$95.00	\$115.00
Business Analyst (Junior)	\$75.00	\$95.00
Legacy System Programmer	\$90.00	\$110.00
Applications / Web Developer	\$90.00	\$110.00
Website Graphic Designer	\$60.00	\$80.00
Database Administrator	\$105.00	\$125.00
Mobile Application Developer	\$105.00	\$125.00
Network Administrator	\$80.00	\$100
Communications Specialist	\$88.00	\$108.00
Wireless communications Specialist (RF & Wi-Fi)	\$88.00	\$108.00
Voice Communications Specialist (VOIP)	\$88.00	\$108.00
Desktop Technician	\$48.00	\$68.00
Help Desk Technician	\$45.00	\$65.00
Mobile Devices Technician	\$48.00	\$68.00
Technology Asset Management Technician	\$45.00	\$65.00

PROJECT-SPECIFIC SERVICES

(RE: 7.3.1) STAND 8 can provide Fixed-Price project cost estimates for specific technical skill sets, such as the development of small Web-based (.NET) or Mobile Applications, large deployment projects for new devices or Software, system implementation projects, and many more. We are confident that we can be a sole source for the City of Long Beach’s technology project needs.

(RE: 7.3.2) STAND 8 will follow the City’s SDLC standards, conventions (MS .NET shop) and provide transfer of knowledge and source code.

(RE: 7.3.3) STAND 8 agrees that all work product will be the property of the City of Long Beach to use, modify, and distribute royalty-free (with the exception of any 3rd party components).

(RE: 10.4)

Resource Type	On-Site hourly rate	Off-Site hourly rate (Inclusive of travel/expenses)
Business Analyst I	\$70.00	\$90.00
Business Analyst II	\$85.00	\$105.00
Business Analyst III	\$100.00	\$120.00
Business Systems Analyst I	\$75.00	\$95.00
Business Systems Analyst II	\$95.00	\$115.00
Business Systems Analyst III	\$110.00	\$130.00
Business Systems Analyst IV	\$125.00	\$145.00
Data Analyst I	\$80.00	\$95.00
Data Analyst II	\$95.00	\$115.00
Data Analyst III	\$120.00	\$140.00
Data Analyst IV	\$135.00	\$155.00
Database Administrator I	\$85.00	\$105.00
Database Administrator II	\$105.00	\$125.00
Database Administrator III	\$125.00	\$145.00
Database Administrator IV	\$140.00	\$160.00
Desktop Technician I	\$40.00	\$68.00
Desktop Technician II	\$47.00	\$67.00
Desktop Technician III	\$54.00	\$74.00
Developer (generic) I	\$70.00	\$90.00
Developer (generic) II	\$80.00	\$100.00
Developer (generic) III	\$95.00	\$105.00
Developer (generic) IV	\$120.00	\$140.00
Developer (specialty) I	\$75.00	\$95.00
Developer (specialty) II	\$95.00	\$115.00
Developer (specialty) III	\$115.00	\$125.00
Developer (specialty) IV	\$135.00	\$155.00



Network Administrator I	\$70.00	\$90.00
Network Administrator II	\$85.00	\$105.00
Network Administrator III	\$100.00	\$120.00
Network Administrator IV	\$115.00	\$135.00
Network Analyst I	\$75.00	\$95.00
Network Analyst II	\$95.00	\$115.00
Network Analyst III	\$110.00	\$130.00
Network Analyst IV	\$125.00	\$145.00
Network Engineer I	\$70.00	\$90.00
Network Engineer II	\$85.00	\$105.00
Network Engineer III	\$100.00	\$120.00
Network Engineer IV	\$120.00	\$140.00
Program Manager I	\$135.00	\$155.00
Program Manager II	\$155.00	\$175.00
Project Coordinator I	\$70.00	\$90.00
Project Coordinator II	\$85.00	\$105.00
Project Manager I	\$85.00	\$105.00
Project Manager II	\$100.00	\$120.00
Project Manager III	\$125.00	\$145.00
Project Manager IV	\$140.00	\$160.00
QA Analyst I (testing)	\$65.00	\$85.00
QA Analyst II (testing)	\$75.00	\$95.00
QA Analyst III (testing)	\$90.00	\$110.00
QA Analyst IV (testing)	\$110.00	\$130.00
QA Manager I (testing)	\$125.00	\$145.00
Release Engineer I	\$75.00	\$95.00
Release Engineer II	\$95.00	\$115.00
Release Engineer III	\$115.00	\$135.00
Security Engineer I	\$85.00	\$105.00
Security Engineer II	\$100.00	\$120.00
Security Engineer III	\$125.00	\$145.00
Security Engineer IV	\$145.00	\$165.00
Systems Engineer I	\$75.00	\$95.00
Systems Engineer II	\$95.00	\$115.00
Systems Engineer III	\$115.00	\$135.00
Systems Engineer IV	\$135.00	\$155.00
Technical Architect I	\$90.00	\$110.00
Technical Architect II	\$120.00	\$140.00
Technical Architect III	\$160.00	\$180.00
Technical Help Desk I	\$40.00	\$60.00
Technical Help Desk II	\$47.00	\$67.00
Technical Help Desk II	\$54.00	\$74.00

Technical Writer I	\$55.00	\$75.00
Technical Writer II	\$65.00	\$85.00
Technical Writer III	\$75.00	\$95.00
Technical Writer IV	\$85.00	\$105.00
UX Designer I	\$70.00	\$90.00
UX Designer II	\$85.00	\$105.00
UX Designer III	\$105.00	\$115.00
Web Designer I	\$90.00	\$110.00
Web Designer II	\$110.00	\$120.00
Subject Matter Expert I	\$125.00	\$145.00
Subject Matter Expert II	\$160.00	\$180.00
Subject Matter Expert II	\$200.00	\$220.00
Principal Consultant	\$210.00	\$230.00

EXHIBIT “C”

City’s Representative:

Behrang Abadi, Bureau Manager of Business
Information Services

(562) 570-6543

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Dana Krueger