

AGREEMENT

35884

THIS AGREEMENT is made and entered, in duplicate, as of April 7, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 16, 2021, by and between PC SPECIALISTS, INC. DBA TECHNOLOGY INTEGRATION GROUP, a California corporation ("Consultant"), with a place of business at 10240 Flanders Court, San Diego, California 92121, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with personal computer replacement and installation services ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Five Hundred Forty Thousand Dollars (\$540,000) for the year ending April 14, 2022, and Two Hundred Seventy Thousand Dollars (\$270,000) annually thereafter, at the rates or charges shown in Exhibit "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 April 15, 2021, and shall terminate at 11:59 p.m. on April 14, 2022, 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 four (4) 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.



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

13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

15. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with 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


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

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

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

PC SPECIALISTS, INC. DBA  
TECHNOLOGY INTEGRATION GROUP,  
a California corporation

April 16, 2021

By   
Name Tom Janecek  
Title Chief Financial Officer

April 16, 2021

By   
Name Vince Lamb  
Title SVP of Professional Services

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

April 23, 2021

By   
Name Linda J. Tatum  
Title City Manager

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

This Agreement is approved as to form on April 20, 2021.

CHARLES PARKIN, City Attorney

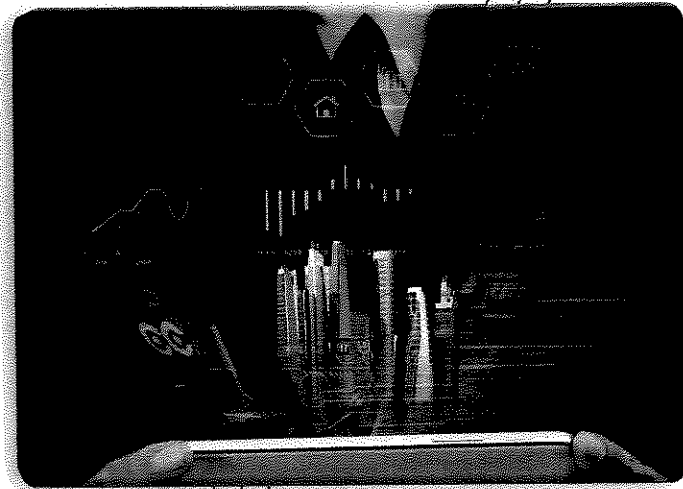
By   
Deputy



# EXHIBIT “A”

## Scope of Work

April 7, 2021



## Managed Deployment Services

*Statement of Work*

Prepared for:  
City of Long Beach



### Prepared by:

William Vasilion, Account Executive  
Phone: (800) 858-0550 x4968  
Email: William.Vasillion@tig.com  
Fax: (858) 790-0042

Tracy Morgan, Project Manager  
Phone: (800) 858-0549 x2119  
Email: Tracy.Morgan@tig.com



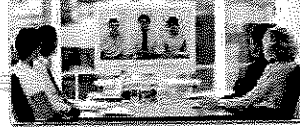
## Table of Contents

I.	ENGAGEMENT SUMMARY .....	1
	Project Overview and History .....	1
II.	SCOPE OF WORK .....	1
	Project Management .....	1
	Phase 1 – Proof of Concept/ Pilot.....	2
	Phase 2 – Workstation Refresh/Deployment .....	2
III.	ASSUMPTIONS .....	7
	General Assumptions .....	7
	Out of Scope.....	9
IV.	CHANGE MANAGEMENT PROCESS .....	9
V.	PROJECT DELIVERABLES .....	9
VI.	TERMS AND CONDITIONS .....	10
VII.	PURCHASE PRICE AND ENGAGEMENT AGREEMENT .....	11
	Purchase Price.....	11
	Engagement Agreement .....	11
VIII.	SCHEDULE A – COST SCHEDULE .....	12
IX.	TIG TEAM.....	13
	TIG Account Executive .....	13
	TIG Technical Resource .....	13
	Executive Management .....	13

## Important Confidentiality Notice

The use of the information contained in this document is subject to the following conditions and restrictions:

- This document contains proprietary information belonging to Technology Integration Group and the City. Such information is supplied solely to the purpose of assisting explicitly and properly authorized readers in the proposed City solution.
- No part of its contents may be used for any other purpose, disclosed to any person or firm or reproduced by any means, electronic or mechanical, without the express prior written permission of Technology Integration Group and the City.
- The text and graphics are for the purpose of illustration and reference only. The specifications on which they are based are subject to change without notice.



## I. ENGAGEMENT SUMMARY

### Project Overview and History

City of Long Beach ("City"), has engaged Technology Integration Group ("TIG") to perform a personal computer (PC) replacement and installation services at various City facilities within Long Beach. All the desktop and laptop computers are acquired from Dell Computers. The computers need to be connected to the City's network and to new or existing peripherals. Examples of peripherals include, but are not limited to; Flat Panel monitors, wireless/wired keyboards and mice, PC speakers, PDA devices, scanners, multi-function devices, and desktop printers.

Although PCs and laptops are acquired from Dell Computers, peripherals, and mobile devices, such as iPads and iPhones, may be purchased from multiple suppliers. In most cases, the personal computers are purchased, and the "City" image is already installed on the computer. The installed image includes, but is not limited to, Microsoft Windows 10 OS, Office 365, and other basic applications.

This engagement will be delivered in the following phases listed below:

Phase 1 – Proof of Concept/ Pilot

Phase 2 – Workstation Refresh/Deployment

This Statement of Work ("SOW") is subject to the General Terms and Conditions and sets forth the specific business details regarding the services to be provided to City for this SOW (the "Services"). This SOW supersedes all prior communications between the parties concerning the specific details of the services, whether oral, written, electronic, or otherwise and is the binding contract between TIG and City (together the "Parties") concerning the subject matter hereof.

## II. SCOPE OF WORK

### Project Management

TIG's Project Management Office (PMO) will manage and implement the deployment of the services described in this SOW. Project Management will be provided for the duration of the Service, including a Project Manager (PM) who will have the primary responsibilities to conduct the project kick-off meeting, develop a project plan, schedule resources, and provide change management. TIG and City will each assign a project manager who will coordinate the activities to be performed under this SOW. The Project Manager for each party will serve as the point-of-contact for all communications and any modification to the scope, requirements, or responsibilities under this SOW.



## Phase 1 – Proof of Concept/ Pilot

The Proof of Concept is anticipated to last for 2-3 weeks. In this phase, TIG will perform the following tasks:

- Week 1 planning the Proof of Concept (POC) and ensuring all tools, credentials, work areas and other elements are in place including training of team members. The schedule for full deployment will also be refined during Week 1 planning.
- Pilot to be conducted by “Core” team. Primary Project Coordinator and 2 Technicians
- Week 2 Pilot the processes defined in Phase 2 of this document and any other supporting documentation.
- POC to include:
  - Testing Interview/Replacement Evaluation Process by 1 Project Coordinator Daily for 4 Days (Days 1- 4)
  - Testing Replacement Configuration Process by
    - 2 Technicians on Day Two
    - 1 Technician Day Three
    - Different/2<sup>nd</sup> Technician Day Four
  - Testing PC Replacement Deploy Process by
    - 1 Technician Day Three
    - Different/2<sup>nd</sup> Technician Day Four
  - Evaluate Pilot and Refine Processes/Tools on Day 5
  - If team deems that the Pilot is successful, begin full deployment the following Week (Week 3). If additional testing/refinement is needed the project team will jointly determine the revised start date for full deployment.
  - Determine pace of increase of team i.e. number of additional weeks of Core team prior to activation of larger team.

## Phase 2 – Workstation Refresh/Deployment

### *PC Replacement Evaluation Process*

- TIG's PM to conduct interviews based on the City's Interview template with each City staff (City) prior to replacing their assigned computer:
  - Document all equipment, peripherals, and additional software that is installed on the device to be replaced in the work-log of the ServiceNow Management Tool.
  - Verify with the end-user that information collected via Ivanti is correct.
  - Confirm equipment to be replaced both physically and in the Service Management Tool.
  - Determine needed software and/or peripheral upgrades.
  - Inform City's desktop support of any special client software that must be reinstalled by an outside contractor and coordinate the installation with PC Development Coordinator and outside contractor; discuss anticipated installation date of the new device(s) with the City.
- TIG PM will schedule installation date with City staff and TIG tech and send a confirmation calendar invite and end user specific destination. Date and time of scheduled installation will be noted in the ServiceNow Management Tool.
- TIG to follow the process listed below in figure 1.
- If device is not in Ivanti system then TIG must reassign ticket to City desktop support to get device on network then the ticket will come back to TIG to complete the evaluation process.
- If it is identified that someone is using software not compatible or legacy software on the City's approved software list needs to be referred to the City desktop support for escalation.

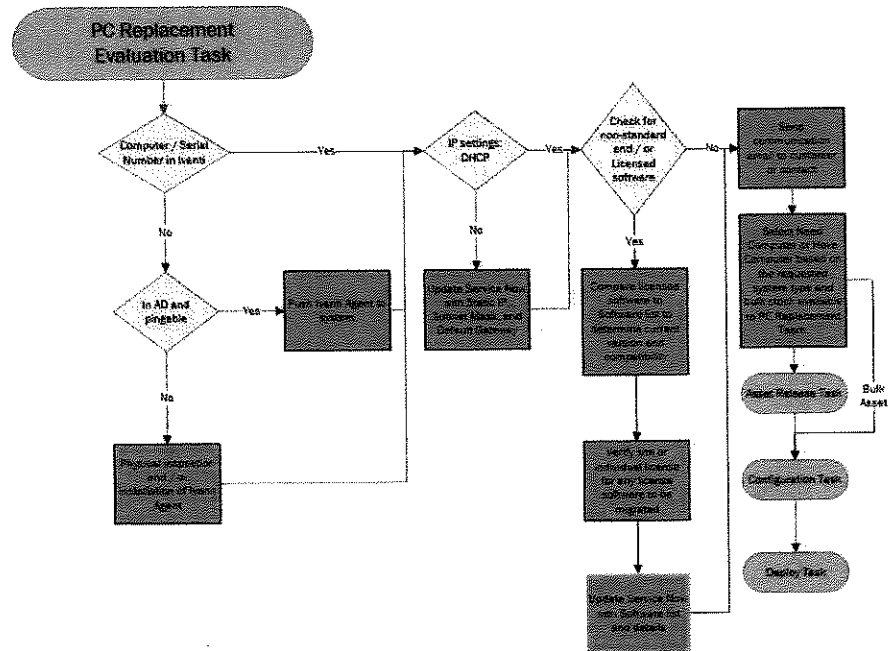


Figure 1 – PC Replacement Evaluation Task



### PC Replacement Configuration

- All asset to be released from City Hall location. Asset will be taken out of inventory and will be signed out
- TIG's Tech will verify serial number for each new system against service ticket prior to removing from the City's central location
- TIG Tech to move new equipment from central location to Configuration area on 7<sup>th</sup> floor
- TIG Tech will configure devices for the City end user per the information obtained during the interview process.
- TIG to follow the process below for configuration as outlined in figure 2.
- Perform the data transfer between the legacy system and new one as per City instructions
- Notify PC Replacement Coordinator of any abnormalities with City image for appropriate corrections to be made by Department Image staff.
- Work cooperatively with Department WAN/LAN, Systems, Applications, or Network teams on deployment, troubleshooting, and installations of hardware and/or software.
- In the event that not all software successfully installs during the configuration process, if time permits the TIG tech will work with desktop support to remediate before system deployed. If uninstalled software is identified during the deployment process the TIG tech will notify the City's desktop support team to remediate with the end user.

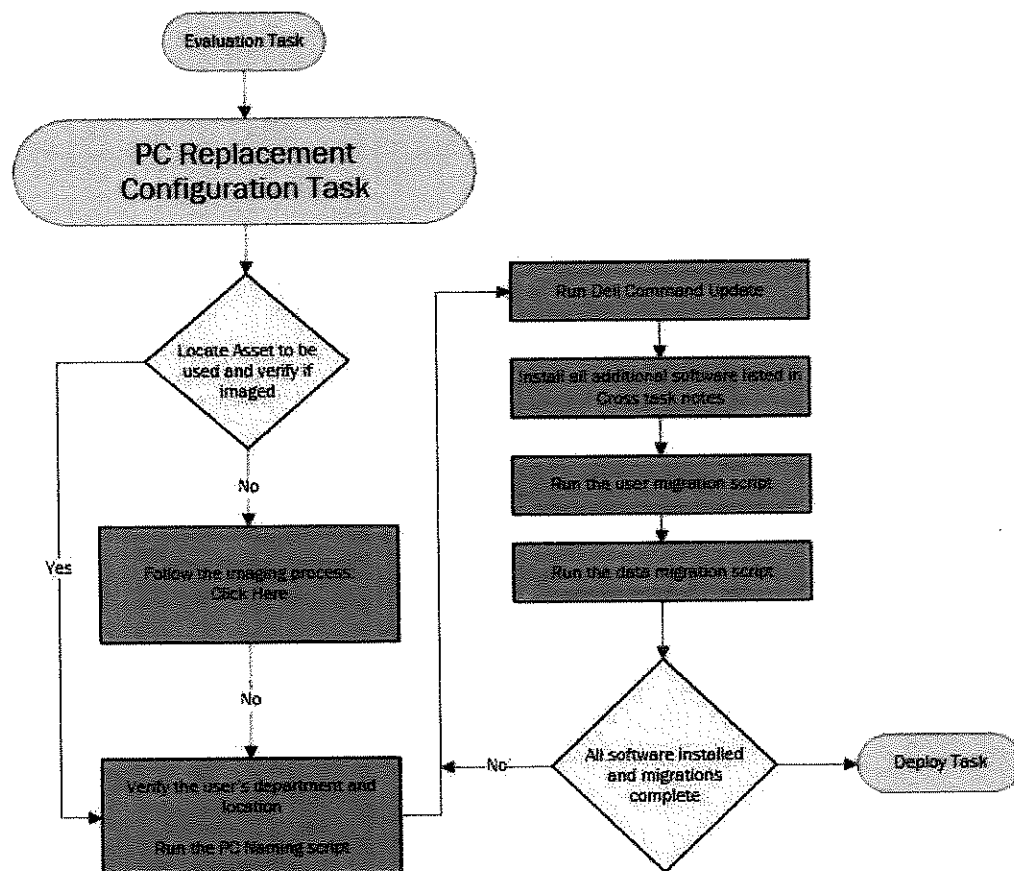


Figure 2 – PC Replacement Configuration Task



### *PC Replacement Deploy*

- TIG Deployment Tech to receive devices scheduled to be deployed that morning from TIG Configuration Tech.
- TIG Deployment Tech arrive onsite to scheduled end-user location and will to organize system components and peripherals (i.e. keyboards, power supplies, mice, docking stations and software) for deployment.
- Check if user is logged into old device and mapped through active directory account (printers or network drives). TIG Deployment Tech to make note of these devices
  - Plug City provided certified network patch cables into new system.
  - Plug all power cords into electrical sources.
  - Plug network patch cables into existing certified network jacks.
  - Boot the new system and verify network connection for City network connected devices.
  - Save open files, log off,
  - Setup IP address
  - Verify all attached hardware is functional
- Take note of S/N and recording peripherals
- TIG Deployment Tech will verify everything works correctly
- Note any issues and configure their outlook if a G3 license
- City Hall Data Migration (1<sup>st</sup> snapshot of what is on their device) this is a script to run the final sync (copies new documents since initial copy has been made).
- Complete validation and function test as agreed to by both parties. Customer logs in and verifies that it works
- Clean the installation area so it is returned to its original condition and move all service debris area within the building the service took place. defined by the site contact
- De-Install legacy desktop/laptop and monitor by disconnecting the hardware components, network cable and power cord.
- Place de-installed system and monitor (if applicable) components in boxes using packaging materials supplied by City if required.
- Transport the de-installed system and monitor using non-City provided vehicles. Transport old equipment back to the Department's Desktop Service area in the Lower Level of City Hall.
- Devices come asset tagged with S/N on the devices (that is the City's asset tag). Remove old hard drive label (username and Customer information) and affix it to new device.
- Remove the H/D and affix the preprinted label to the H/D, include ticket #, and equipment S/N of user. TIG Tech will write user information on pre-printed labels. Deployment Tech will return to the H/D to the drop off location at the City Hall.



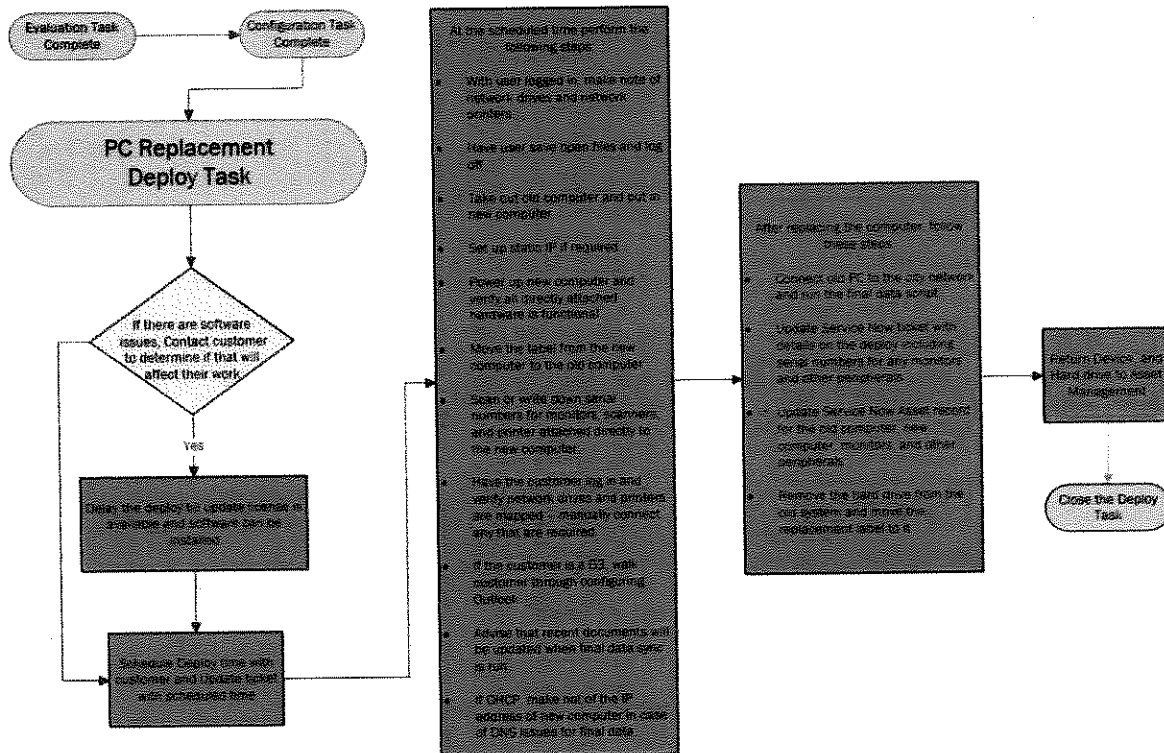
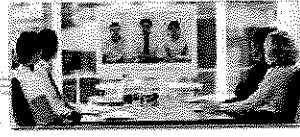


Figure 3 – PC Replacement Deployment Task



### III. ASSUMPTIONS

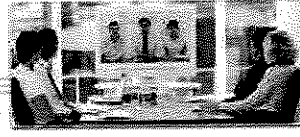
#### General Assumptions

The Services specified in this SOW are based on a close teaming arrangement between the City and TIG. In order to ensure that the project can be executed efficiently and in accordance with the scope presented in this SOW, the Services are subject to the following assumptions listed below. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels, schedule and/or Purchase Price, as appropriate in a written amendment to this SOW.

#### *City Responsibilities*

City agrees to complete all responsibilities identified in this section below:

- City will assign a Designate Department staff as the main point of contact (Project Manager) to facilitate all project management for this SOW. Project Manager will be responsible for managing all activities on City's part including:
  - Providing the TIG PM with a list of designated City personnel roles and responsibilities under this service engagement. Such personnel may include but may not be limited to: architecture design and planning engineers, and network engineers.
  - Participating in scheduled project review meetings or conference calls, if required.
  - Providing access to all facilities, systems and personnel as required by this SOW.
  - Responding to all information requests, and providing all other information required by TIG for the performance of the Services and completion of the Project.
  - Coordinating with any external third parties, such as in country Carrier/Telco, regarding activities, deliverables, and schedules.
  - Ensuring that TIG's request for information or documentation needed for the project is provided within three (3) business days of TIG's request unless the parties agree to another period for response.
- City will provide administrator or super-user logons to host systems, or (alternatively) assign system administrator(s) to perform those logon activities on behalf of TIG technical personnel.
- City will provide TIG personnel access to relevant systems and facilities as necessary to perform the Services, subject to City's operational, legal, and security restrictions.
- City to provide a list of the locations with address and contact information.
- City to provide the deployment technicians with workspace, access to the network, usernames and passwords and configuration required to perform the work.
- City to provide to TIG all relevant hardware, software and licenses required to perform the Services prior to the engagement.
- Set and provide the PC replacement schedule for each Department to the Contractor.
- Provide a set of instructions with the information that is required to deploy each PC and the associated peripherals.
- Assign work to TIG through the ServiceNow Management Tool and a work order system that the Department utilizes.
- Provide TIG with ServiceNow accounts for each TIG team member



#### *TIG Responsibilities:*

- TIG will assign a Project Manager for this SOW and the TIG Project Manager will be responsible for managing all TIG Service activities and will serve as the central point of contact for City including:
  - Developing a high-level project plan using the timelines discussed in the project kickoff call;
  - Working with City and TIG project personnel to prioritize and plan the activities for the duration of this engagement;
  - Serving as the central point of contact for City;
  - Using both City and TIG resources, where applicable, to accomplish all tasks;
  - Reporting on project progress, tasks and risks from TIG team's perspective;
  - Organizing and conducting regular status meetings with appropriate stakeholders
- TIG will Identify/propose any replacement/installation process changes as needed to improve and enhance service to the City.
- Any issues that arise during the engagement, such as hardware or software failures, complications, or scheduling conflicts, should be reported to the PC Replacement Coordinator.
- TIG's personnel assigned will, at a minimum, have successfully passed a criminal/employment/education background check. Where legally permissible, onsite personnel will be required to pass a five panel drug screen.
- If City requires additional skills outside of the skill set employed by the current TIG resources, TIG will apply a reasonable best effort to providing additional skill sets.
- Furthermore, if TIG is requested to take on additional responsibilities resulting in management ownership, or deliverables, TIG requires an addendum to this Statement of Work in the form of a Change Order.

#### *Project Specific Assumptions*

- The City to issue City laptops to TIG Resources which will be used for network access and to access to Ivantia/ServiceNow  
Nonstandard printers, external peripherals are out of scope. Advanced troubleshooting could require City desktop support
- All support cases due to OEM Warranty or Software issues are considered out of scope and will be handled by the City. TIG can provide support at City's request; however, any such additional Services may be subject to a Change Order and additional charges will apply.
- All systems kept in Configuration room are secure and the responsibility of the City
- City will provide a continuous flow of imaged systems in order to meet and maintain the mutually agreed upon deployment schedule. In the event that systems are not available to deploy, billing may continue in order to meet continuity of service



## Out of Scope

All items not specifically defined in the scope of work above are considered out of scope for this SOW. Additional work requested by the City must be requested in writing and will require the mutual execution of a Change Order as described below.

- Resolution of problems related to viruses.
- Unapproved software/application installations.
- Data wipe or Hard Drive destruction

## IV. CHANGE MANAGEMENT PROCESS

This Change Management Process will be used when TIG or the City determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW, and may result in a change to cost and schedule. The party proposing the change will document the request using a Change Order Request Form and following the Change Management Process below.

- The receiving party will review the proposed Change Order Request Form and determine whether the change is acceptable or requires modifications.
- Both parties will, in good faith, mutually review the proposed Change Order Request Form and will (i) approve it, (ii) agree to further investigation, (iii) or reject it (collectively, the "Change Management Process").
- When the parties agree to the change, they will both sign the Change Order Request Form, at which point it will become a binding Change Order in accordance with the terms contained therein, and will constitute authorization to implement the change.

## V. PROJECT DELIVERABLES

The following deliverables ("Deliverables") below will be created by TIG and provided to the City as part of this project.

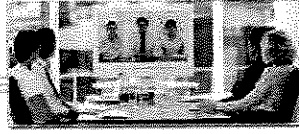
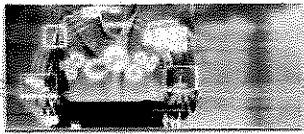
Deliverable(s)
Weekly Progress Reporting
Department Signoff
Status Meetings as defined by project communication plan



## **VI. TERMS AND CONDITIONS**

This SOW will incorporate and be subject to the following special terms and conditions:

1. **Limited Warranty:** TIG warrants that the services furnished hereunder shall be performed in a professional and workmanlike manner. This warranty will be valid for a period of fourteen (14) days from the performance of the Services. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF WORK HEREUNDER, TIG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES SUPPLIED UNDER THIS AGREEMENT. TIG EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THESE SERVICES.
2. **Limitation of Liability:** IN NO EVENT SHALL TIG BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING ANY LOSS OF PROFIT, REVENUE OR DATA) ARISING OUT OF THE USE, PERFORMANCE OR FURNISHING OF ANY DELIVERABLES OR SERVICES, EVEN IF TIG SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, OR FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE CITY BY ANY THIRD PARTY. TIG's liability to the City for damages, from any cause whatsoever and regardless of the form of action, shall be limited to the remedies set out in this Agreement, but in any event shall not exceed the charges paid or payable by City under this Agreement for the particular Services or Deliverables from which the liability arises. City agrees that TIG will not have any responsibility for, or any liability in connection with, the actions of the City or third parties, any hardware, software or other items or services provided by persons other than TIG or its subcontractors, including, without limitation, any viruses or malware in connection therewith. No actions arising out of the performance of Services or the furnishing of Deliverables under this Agreement may be brought by either party more than two (2) years after the cause of action arises, except that an action for non-payment may be brought within two (2) years of the date of the last payment made hereunder.
3. **Non-Solicitation:** Neither party shall, without the prior written consent of the other, solicit the employment of any personnel of the other party who performed work by reason of this Agreement or the work described hereunder, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. The hiring of such other party's personnel who respond to a general advertisement or solicitation of employment shall not be regarded as a violation of this Agreement. If any court of competent jurisdiction determines that any part of this provision or Agreement is invalid, the remainder of this provision or Agreement will continue in full force and effect. The offending part will be interpreted to whatever extent possible to give effect to its stated intent.



## VII. PURCHASE PRICE AND ENGAGEMENT AGREEMENT

### Purchase Price

TIG will provide the Services, which include the Deliverables as described in this SOW, for the price indicated below. It does not include any hardware, software or licenses. Quoted price below is valid for thirty (30) days from date of this SOW and does not include applicable sales taxes.

DESCRIPTION/MILESTONE	AMOUNT DUE
PROFESSIONAL SERVICES:	See Attached Schedule A

### Engagement Agreement

The signatures below indicate both parties' agreement to the Deliverables, assumptions, Terms and Conditions, billing estimates, expenses, and any other terms identified in this SOW. This SOW will not be valid until TIG contacts City to validate that the SOW meets the City of Long Beach's needs in terms of scope and Deliverables. Start of the Project will commence upon the mutual execution of this SOW.

City of Long Beach

PC Specialists Inc., dba Technology  
Integration Group

Signature

  
Signature

Title

Chief Financial Officer

Title

Date

April 16, 2021

Date

TIG Reference ID: TI 20-074 - PC  
Replacement & Installation Svcs

City PO Number\*  
(please provide a copy of the PO)

TIG Opportunity Number



## VIII. SCHEDULE A – COST SCHEDULE

**Base Fee for Core Team.....\$ 5,941.00 per week**

One (1) Project Coordinator  
Two (2) Technicians

**Enhanced Team Fee for Accelerated Rollout.....\$ 11,947.00 per week**

Two (2) Project Coordinators  
Four (4) Technicians

**Additional Resources (can be added to either Fee Structure)**

Hourly Rate for Technicians \$42.50

Hourly Rate for Project Coordinators \$65.00

*Rates are contingent on a minimum 40 hour/week commitment*



## IX. TIG TEAM

Please review the SOW and sign, date, and email and/or fax the completed document using the contact information below. Please provide a copy of the approved purchase order for this project. In the meantime if we can answer any questions, clarify any issues, or provide assistance of any kind, please do not hesitate to contact us directly:

### TIG Account Executive

William Vasilion, Account Executive  
Phone: (800) 858-0550 x4968  
Email: William.Vasillion@tig.com  
Fax: (858) 790-0042

### TIG Technical Resource

Tracy Morgan, Project Manager  
Phone: (800) 858-0549 x2119  
Email: Tracy.Morgan@tig.com

### Executive Management

The individuals below will also support this professional services engagement and will meet to review any open issues and will provide Executive Leadership and oversight to the Account and PMO Team. This hands-on approach by our Senior Management will ensure prompt resolution of all issues that might arise, and demonstrates TIG's total commitment towards the success of this contract.

*Mark Krackowizer , Practice Director*  
Phone: (800) 858 – 0549 x 2505  
Email: Mark.Krackowizer@tig.com

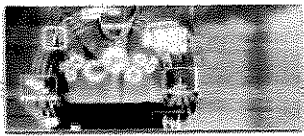
*Melissa Nelson, Director of Professional Services Operations*  
Phone: (800) 858 – 0549 x3316  
Email: Melissa.Nelson@tig.com

*Vince Lamb, Sr. VP of Professional Services*  
Phone: (800) 858 – 0549 x3100  
Email: Vince.Lamb@tig.com



# EXHIBIT “B”

## Rates or Charges



## VIII. SCHEDULE A – COST SCHEDULE

**Base Fee for Core Team.....\$ 5,941.00 per week**

One (1) Project Coordinator  
Two (2) Technicians

**Enhanced Team Fee for Accelerated Rollout.....\$ 11,947.00 per week**

Two (2) Project Coordinators  
Four (4) Technicians

**Additional Resources (can be added to either Fee Structure)**

Hourly Rate for Technicians \$42.50

Hourly Rate for Project Coordinators \$65.00

*Rates are contingent on a minimum 40 hour/week commitment*

# EXHIBIT “C”

City’s Representative:

Meghan Weeks

(562) 570-6888

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

William Vasilion