

1 C. Consultant represents that Consultant has obtained all
2 necessary information on conditions and circumstances that may affect its
3 performance and has conducted site visits, if necessary.

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

7 2. TERM. The term of this Agreement shall commence at midnight on
8 June 15, 2022, and shall terminate at 11:59 p.m. on December 14, 2022, unless sooner
9 terminated as provided in this Agreement, or unless the services or the Project is
10 completed sooner.

11 3. COORDINATION AND ORGANIZATION.

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

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

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

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

9 5. INSURANCE.

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

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

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

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

9 iii. Cyber and privacy insurance that includes first party
10 coverage for fraud, theft, business interruption, extortion, and blackmail and
11 does not exclude coverage for liability resulting from the Contractor's or its
12 subcontractors', employees', or agents' failure to protect private or
13 confidential information of City or others from unauthorized access on or
14 through the internet, making known to any person or organization material
15 that violates a person or organization's right to privacy or publicity right, and
16 failure to prevent the transmission of a computer virus to its authorized users
17 of its web site or any private communication networks, on or through the
18 internet in an amount not less than Five Million Dollars (US \$5,000,000) per
19 occurrence and Five Million Dollars (US \$5,000,000) in general aggregate.

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

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

1 C. Each insurance policy shall be endorsed to state that coverage
2 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
3 written notice to City, shall be primary and not contributing to any other insurance
4 or self-insurance maintained by City, and shall be endorsed to state that coverage
5 maintained by City shall be excess to and shall not contribute to insurance or self-
6 insurance maintained by Consultant. Consultant shall notify City in writing within
7 five (5) days after any insurance has been voided by the insurer or cancelled by the
8 insured.

9 D. If this coverage is written on a "claims made" basis, it must
10 provide for an extended reporting period of not less than one hundred eighty (180)
11 days, commencing on the date this Agreement expires or is terminated, unless
12 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
13 continuing coverage for a period of not less than three (3) years, commencing on
14 the date this Agreement expires or is terminated.

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

19 F. Prior to the start of performance, Consultant shall deliver to City
20 certificates of insurance and the endorsements for approval as to sufficiency and
21 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
22 insurance, furnish to City certificates of insurance and endorsements evidencing
23 renewal of the insurance. City reserves the right to require complete certified copies
24 of all policies of Consultant and Consultant's subconsultants and contractors, at any
25 time. Consultant shall make available to City's Risk Manager or designee all books,
26 records and other information relating to this insurance, during normal business
27 hours.

28 G. Any modification or waiver of these insurance requirements

1 shall only be made with the approval of City's Risk Manager or designee. Not more
2 frequently than once a year, City's Risk Manager or designee may require that
3 Consultant, Consultant's subconsultants and contractors change the amount, scope
4 or types of coverages required in this Section if, in his or her sole opinion, the
5 amount, scope or types of coverages are not adequate.

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

9 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
10 contemplates the personal services of Consultant and Consultant's employees, and the
11 parties acknowledge that a substantial inducement to City for entering this Agreement was
12 and is the professional reputation and competence of Consultant and Consultant's
13 employees. Consultant shall not assign its rights or delegate its duties under this
14 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
15 of City, except that Consultant may with the prior approval of the City Manager of City,
16 assign any moneys due or to become due Consultant under this Agreement. Any
17 attempted assignment or delegation shall be void, and any assignee or delegate shall
18 acquire no right or interest by reason of an attempted assignment or delegation.
19 Furthermore, Consultant shall not subcontract any portion of its performance without the
20 prior approval of the City Manager or designee, or substitute an approved subconsultant
21 or contractor without approval prior to the substitution. Nothing stated in this Section shall
22 prevent Consultant from employing as many employees as Consultant deems necessary
23 for performance of this Agreement.

24 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
25 certifies that, at the time Consultant executes this Agreement and for its duration,
26 Consultant does not and will not perform services for any other client which would create
27 a conflict, whether monetary or otherwise, as between the interests of City and the interests
28 of that other client. Consultant further certifies that Consultant does not now have and shall

1 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
2 other source of income, interest in real property or investment which would be affected in
3 any manner or degree by the performance of Consultant's services hereunder. And,
4 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
5 and contractors.

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

10 9. OWNERSHIP OF DATA. All materials, information and data
11 prepared, developed or assembled by Consultant or furnished to Consultant in connection
12 with this Agreement, including but not limited to documents, estimates, calculations,
13 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
14 models, reports, summaries, drawings, designs, notes, plans, information, material and
15 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
16 in a format identified by City, and when applicable in a format that is widely-accepted,
17 nonproprietary, platform-independent, uses a machine readable method for formatting data
18 (such as CSV, JSON, XML), permits automated processing of such Data and facilitates
19 search capabilities. City shall have the unrestricted right to use and disclose the Data in
20 any manner and for any purpose without payment of further compensation to Consultant.
21 Copies of Data may be retained by Consultant but Consultant warrants that Data shall not
22 be made available to any person or entity for use without the prior approval of City. This
23 warranty shall survive termination of this Agreement for five (5) years.

24 10. DATA PROTECTION. Consultant shall protect, using the most
25 secure means and technology that is commercially available, Data provided by City or
26 consumer provided data acquired in the course and scope of this Agreement, including but
27 not limited to customer lists and customer credit card or consumer data (Collectively "City
28 Data"). Contractor shall notify City in writing, as soon as reasonably feasible, or within

1 twenty-four hours, whichever is less, of Consultant's discovery or reasonable belief of any
2 unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or
3 potentially affecting City Data related to cyber security (a "Security Incident"), including, but
4 not limited to, denial of service attack, and system outage, instability or degradation due to
5 computer malware or virus. Consultant shall begin remediation immediately upon
6 Consultant's discovery of, or reasonable belief that, a Data Breach or Security Incident has
7 occurred. Consultant shall provide daily updates, or more frequently if required by City, in
8 relation to findings and actions performed by Consultant until the Data Breach or Security
9 Incident has been fully and effectively resolved to City's satisfaction. Consultant shall
10 conduct an investigation of the Data Breach or Security Incident and shall share the
11 investigation report with City. At the sole discretion of City, City and its authorized agents
12 shall have the right to lead or participate in the investigation. Consultant shall cooperate
13 fully with City, City's authorized agents and law enforcement. City may restrict Consultant's
14 access to City Data until such time as Consultant has remedied the Data Breach and
15 Security Incident to the satisfaction of City and demonstrated to City that the underlying
16 issue that resulted in the Data Breach or Security Incident has been resolved.

17 11. VENDER INFORMATION SECURITY ASSESSMENT. The Vendor
18 Information Security Assessment (VISA) Questionnaire, attached hereto as Exhibit "E" and
19 incorporated herein, must be completed by all Vendors of cloud based systems including
20 Consultant. Consultant has an ongoing and continuing obligation to update its VISA
21 Questionnaire.

22 12. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior written notice to the other party. In the event of termination under this Section, City
25 shall pay Consultant for services satisfactorily performed and costs incurred up to the
26 effective date of termination for which Consultant has not been previously paid. The
27 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
28 date of termination, Consultant shall deliver to City all Data developed or accumulated in

1 the performance of this Agreement, whether in draft or final form, or in process. And,
2 Consultant acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Consultant's delivery of the Data to City.

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

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

18 15. ADDITIONAL COSTS AND REDESIGN.

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

25 B. If the Project involves construction and the scope of work
26 requires Consultant to prepare plans and specifications with an estimate of the cost
27 of construction, then Consultant may be required to modify the plans and
28 specifications, any construction documents relating to the plans and specifications,

1 and Consultant's estimate, at no cost to City, when the lowest bid for construction
2 received by City exceeds by more than ten percent (10%) Consultant's estimate.
3 This modification shall be submitted in a timely fashion to allow City to receive new
4 bids within four (4) months after the date on which the original plans and
5 specifications were submitted by Consultant.

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

9 17. LAW. This Agreement shall be construed in accordance with the laws
10 of the State of California, and the venue for any legal actions brought by any party with
11 respect to this Agreement shall be the County of Los Angeles, State of California for state
12 actions and the Central District of California for any federal actions. Consultant shall cause
13 all work performed in connection with construction of the Project to be performed in
14 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
15 county or municipal governments or agencies (including, without limitation, all applicable
16 federal and state labor standards, including the prevailing wage provisions of sections 1770
17 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
18 marshal, health officer, building inspector, or other officer of every governmental agency
19 now having or hereafter acquiring jurisdiction.

20 18. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public
23 Work"), if any, shall comply with the requirements of California Labor Code sections
24 1770 *et seq.* City makes no representation or statement that the Project, or any
25 portion thereof, is or is not a "public work" as defined in California Labor Code
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

1 wages and the general prevailing rate for holiday and overtime work in this locality
2 for each craft, classification or type of worker needed to perform the Public Work,
3 and shall include such rates in the bid specifications, contract or subcontract. Such
4 bid specifications, contract or subcontract must contain the following provision: "It
5 shall be mandatory for the contractor to pay not less than the said prevailing rate of
6 wages to all workers employed by the contractor in the execution of this contract.
7 The contractor expressly agrees to comply with the penalty provisions of California
8 Labor Code section 1775 and the payroll record keeping requirements of California
9 Labor Code section 1771."

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

13 20. INDEMNITY.

14 A. Consultant shall indemnify, protect and hold harmless City, its
15 Boards, Commissions, and their officials, employees and agents ("Indemnified
16 Parties"), from and against any and all liability, claims, demands, damage, loss,
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
18 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
19 in connection with (1) Consultant's breach or failure to comply with any of its
20 obligations contained in this Agreement, including any obligations arising from the
21 Project's compliance with or failure to comply with applicable laws, including all
22 applicable federal and state labor requirements including, without limitation, the
23 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
24 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
25 employees, agents, subcontractors, or anyone under Consultant's control, in the
26 performance of work or services under this Agreement (collectively "Claims" or
27 individually "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall

1 have a separate and wholly independent duty to defend Indemnified Parties at
2 Consultant's expense by legal counsel approved by City, from and against all
3 Claims, and shall continue this defense until the Claims are resolved, whether by
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
5 breach, or the like on the part of Consultant shall be required for the duty to defend
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim was
10 caused by the sole negligence or willful misconduct of Indemnified Parties,
11 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. The provisions of this Section shall survive the expiration or
15 termination of this Agreement.

16 21. AMBIGUITY. In the event of any conflict or ambiguity between this
17 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

26 23. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Consultant shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability. Consultant shall ensure that applicants are employed, and that
4 employees are treated during their employment, without regard to these bases.
5 These actions shall include, but not be limited to, the following: employment,
6 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
7 termination; rates of pay or other forms of compensation; and selection for training,
8 including apprenticeship.

9 B. It is the policy of City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
11 procurement process, and Consultant agrees to use its best efforts to carry out this
12 policy in its use of subconsultants and contractors to the fullest extent consistent
13 with the efficient performance of this Agreement. Consultant may rely on written
14 representations by subconsultants and contractors regarding their status.
15 Consultant shall report to City in May and in December or, in the case of short-term
16 agreements, prior to invoicing for final payment, the names of all subconsultants
17 and contractors hired by Consultant for this Project and information on whether or
18 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
19 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

24 A. During the performance of this Agreement, the Consultant
25 certifies and represents that the Consultant will comply with the EBO. The
26 Consultant agrees to post the following statement in conspicuous places at its place
27 of business available to employees and applicants for employment:
28

1 “During the performance of a contract with the City of Long Beach, the
2 Consultant will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

27 26. COPYRIGHTS AND PATENT RIGHTS.

28 A. Consultant shall place the following copyright protection on all

1 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

13 27. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
14 that Consultant has not employed or retained any entity or person to solicit or obtain this
15 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
16 commission or other monies based on or from the award of this Agreement. If Consultant
17 breaches this warranty, City shall have the right to terminate this Agreement immediately
18 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
19 due under this Agreement or otherwise recover the full amount of the fee, commission or
20 other monies.

21 28. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 29. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
28 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and

1 "Audit" prior to termination or expiration of this Agreement.

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

10 31. ADVERTISING. Consultant shall not use the name of City, its officials
11 or employees in any advertising or solicitation for business or as a reference, without the
12 prior approval of the City Manager or designee.

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

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

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

3 TEVORA BUSINESS SOLUTIONS, INC., a
4 California corporation

5 October 17, 2022

By [Signature]
6 Name Jamie Gray
7 Title VP of Sales East

8 October 20, 2022

By [Signature]
9 Name Steve Stumpf
10 Title Executive VP of Sales

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 10/20, 2022

By [Signature]
15 City Manager

16 EXECUTED PURSUANT
17 TO SECTION ^{"City"} 501 OF
18 THE CITY CHARTER

19 This Agreement is approved as to form on October 24, 2022.

20 CHARLES PARKIN, City Attorney

21 By [Signature]
22 Deputy

23 OFFICE OF THE CITY ATTORNEY
24 CHARLES PARKIN, City Attorney
25 411 West Ocean Boulevard, 9th Floor
26 Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work

Smart City Challenge – Project Scoping Guidelines

Resident ID Management Scope of Work

Purpose

The purpose of this document is to ensure the project team (government + vendor):

- understands the business need and the expected outcome of the project;
- recognizes constraints that will limit their options for developing a solution;
- are aware of assumptions regarding decisions outside their control;
- gain alignment on high level requirements; understand processes they are affecting; and identify entities the project solution will interface with;
- this template is the draft scope of work; the final document will be the outcome of reviewing and updating this document with your vendor partner during the project scoping workshop.

1. Project Team Roles - Vendor

Vendor Team Roles	Responsibilities	Name	Email Address
Product manager /Team Lead	<ul style="list-style-type: none"> * Drive the entire vision and delivery of new product(s)/feature(s) * Conduct user research to identify user needs * Prioritize product opportunities using criteria and requirements defined during research * Establish requirements and specifications for new product(s)/feature(s) * Lead and participate in planning meetings and provide advice and guidance on direction of product/features * Manage cross-functional teams in business, product, design, and engineering * Demonstrate functionality of completed products to stakeholders 	TBD	TBD
Tevora Technical Lead	<ul style="list-style-type: none"> *Assist the Project Manager/Team Lead in all areas of the pilot program including, but not limited to the below listed responsibilities * Participate in entire vision discussions and assist Okta with delivery of new product(s)/feature(s) * Assist in conducting user research to identify user needs * Participate in planning meetings and provide 	Ben Dimick	bdimick@tevora.com

Smart City Challenge – Project Scoping Guidelines

	<p>advice and guidance on direction of product/features</p> <ul style="list-style-type: none"> * Participate in demonstrating functionality of completed products to stakeholders 		
Okta Team Lead	<ul style="list-style-type: none"> * Primary point of contact for manufacturer * Coordinate the necessary resources to support the delivery of the minimum viable product (MVP) outlined below. * Confirm MVP meets requirements outlined by this SOW at conclusion of pilot 	Calvin McKnight	calvin.mcknight@okta.com
Okta Solution Engineers	<ul style="list-style-type: none"> * Create environment to support pilot * Work with City team to configure environment to support MVP * Provide ongoing support for term of the pilot 	<p>Chad Peterson</p> <p>Calvin Williams</p>	<p>Chad.peterson@okta.com</p> <p>calvin.williams@okta.com</p>

2. Project Team Roles - Government

Govt Team Roles	Responsibilities	Name	Email Address
Smart City Challenge Lead	<ul style="list-style-type: none"> * Responsible for all Smart City Challenge projects for the organization; * Point of contact for the entire organization * Point of escalation 	Ryan Kurtzman	Ryan.kurtzman@longbeach.gov
Project Executive Sponsor ~1-2 hours / month	<ul style="list-style-type: none"> * Senior leader in department/organization * Provides business context, expertise, and guidance to the project manager and the team; * Champions the project, including “selling” and marketing it throughout the organization to ensure capacity, funding, and priority for the project; * Acts as an escalation point for decisions and issues that are beyond the authority of the project manager; and * Reviews monthly progress report 	Lea Eriksen	Lea.Eriksen@longbeach.gov
Project Manager ~20-30 hours / week	<ul style="list-style-type: none"> * Primary point-of-contact for the project and the vendor; * Lead weekly meetings; * Responsible for scheduling stakeholder interviews; * Responding to vendor requests in a timely 	TBD	TBD

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	<p>manner (less than 2 business days);</p> <ul style="list-style-type: none"> * Provide feedback on deliverables; * Scheduling monthly progress reports with vendor and Executive Sponsor; * Consults with the Executive Sponsor as needed; * Guides the work of the Government Team Members 		
Backup Project Manager	Team member who will act as the Project Manager in their absence. May be the same individual as a project team member below.	Michael Criste	Michael.criste@longbeach.gov
Project team member(s) ~1-8 hours / week	<p><u>Technical Lead (required)</u></p> <ul style="list-style-type: none"> * Identify technical systems, processes, data sources the proposed solution will interface with; * Supports data and technical information requests from vendor; * Supports project manager in reviewing deliverables and providing feedback, as needed 	TBD based on what applications we integrate	
	<p>Additional Members (optional)</p> <ul style="list-style-type: none"> * Represent different groups, functions 	Behrang Abadi	Behrang.Abadi@longbeach.gov

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3. Project Scope Statement

3.1 Project Name What is a brief (one sentence) description of the project
Resident ID Management Pilot
3.2 Project Challenge Please use the challenge statement your organization shared publicly (you can view all challenges here). Feel free to update with new information/clarifications.
The Long Beach Technology & Innovation Department is seeking a simple, secure, and accessible solution to provide identity management and digital access to City services for our residents, businesses, and visitors.
3.3 Project Solution How do you envision addressing the project challenge (you can use your response provided in the Smart City Challenge application)
Tevora has been working with clients to resolve identity and security challenges since 2003. We have a significant background managing external identities and have worked with government entities in the past with similar use cases. Tevora is proposing partnering with the leading Identity organization, Okta. Together Tevora and Okta have had a great deal of customer success by pairing Tevora's Identity Consulting and Implementation Services with Okta's products. Purpose built for the modern era, the Okta Identity Cloud offers a completely new category of technology that enables organizations to deliver secure, consistent digital experiences for their customers. It's a holistic IAM platform that seamlessly incorporates and unifies CIAM capabilities into a single technology stack that can transform your customer and workforce experiences. Okta's simple-to-use APIs and out-of-the-box tools enable developers to create seamless experiences, while giving IT and security teams a central place to manage security policies. Okta's CIAM Products serve as identity building blocks for your mobile or web applications, providing three core services to accelerate the time-to-market of your digital transformation.
3.4 Solution Background If you have any existing customers, who are they and what did you accomplish? What did you learn from prior implementations and how might this apply to this project?

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City of Los Angeles has rolled out their “Angeleno ID” in the past year and adoption has been very positive. The benefit to the residents of the City is the ability to log-in once and access multiple services without the need to reauthenticate, while each department can develop their applications on the platform of choice (eg, Salesforce, .Net, Java, etc) without the need to adopt to the requirements of a rigid identity management solution.

3.5 Project Goals & Objectives

What is the long-term aim that you want to accomplish? How does this project fit into your Department's strategic goals?

1. Create a single sign-on platform for residents that, when fully implemented, would make accessible several online City services via one login.
2. Enable reporting about application access, security adherence, and other key performance indicators
3. Provide Long Beach residents with the ability to, with one account, sign into multiple City applications and eliminate the need for separate login information for different City services.
4. Enable modern security standards, such as MFA, for applications that do not offer desired security levels. The

3.6 Project Background

What are the important facts we need to know to frame the problem? What is the history? What has been tried in the past?

- In September 2019, Councilwoman Stacy Mungo asked City staff to develop a 'One Card' solution that would streamline City services for residents.
- In April 2020, TID completed background research on similar solutions, and suggested instead that the City create a digital services strategy and pursue a single sign-on solution.
- In January 2021, TID provided an update to City Council on the plan for the program.
- In April 2021, the City issued a Smart City Challenge for a Resident ID Management system.
- Given the COVID-19 crisis, it is even more important that digital services be simple and accessible for all Long Beach stakeholders. This is an opportunity to pilot and evaluate solutions that offer the most promise and take an informed approach to Resident ID management.
- Currently, the City of Long Beach offers many digital services through a variety of technology vendors. We are looking for a solution that would create a single sign-on for residents, businesses, and visitors that would integrate several online services onto one program. This solution would provide a user-friendly, web-based portal for accessing resident-facing applications and aggregate access to multiple City services. With one account, residents could sign into multiple applications and cut the need to provide duplicate login information for different City services. This portal could also be accessed via QR code on mobile devices or tablets. Given the COVID-19 crisis, it is even more important that digital services be simple and accessible for all Long Beach stakeholders.

3.7 Broader Technical Considerations

Are there preferred technology stacks, preferences for/against technologies or vendors, preferred technology/data standards, known technical challenges and potential points of failure such as poor connectivity, and broader philosophies and values that should be considered to make this collaboration

Smart City Challenge – Project Scoping Guidelines

successful? Is everyone on the same page on issues of privacy (eg PII or HIPAA), security, open/closed source, data ownership, standards, etc.?

1. Develop a minimum viable product (MVP) solution that:
 - a. Allows users to access at least two City applications via a single sign on central portal. Potential City applications for integration include:
 - i. Go Long Beach (Salesforce)
 - ii. ActiveNet (Parks and Recreation reservation system)
 - iii. Alternates: NeoGov, Passport Parking, LinkLB (Constant Contact), OpenDataSoft, AlertLB (OnSolve CodeRed), Marina Go
 - b. Allows users to access a central welcome portal upon logging in
 - c. Allows users to still log in directly to City applications, in addition to the ability to log in to the single sign on portal
 - d. Allows users to log in via the following methods:
 - i. With a branded mobile application (e.g. LaunchLB or VoyageLB)
 - ii. QR code
 - e. Allows users to perform authentication via Biometric on mobile.
 - f. Allows users the following basic user management abilities:
 - i. Establish a Resident ID (username)
 - ii. Change user name, address, and other critical personal information
 - iii. Meet basic resident lifecycle needs, such as additions of family members, deaths, moving out of Long Beach, etc.
 - iv. Receive notifications when basic info is mismatched across City service platforms and/or central single sign on platform
 - g. Allows users to access information in all City-recognized official languages
 - h. Is user friendly, minimizes user clicks, and is designed with Long Beach residents' needs in mind
 - i. Allows City staff to understand reporting and metrics capabilities. Potential metrics include:
 - i. Unique user registrations
 - ii. Number of successful connections to external applications
 - iii. Preferred login method (e.g. create an account, login with Facebook, login with Google, etc.)
 - iv. Drop off analytics (i.e. at what point in the process did people abandon their account setup/linking process?)
 - v. Login details (number of total login attempts and successful logins for a given time period and/or for a given application)
2. Strong user support model, including the ability to triage and address all requests for help received via the online platform (e.g. password resets, name changes, requests to deactivate accounts, etc.)
3. Compliance with cybersecurity standards
4. Participation alongside City staff in conducting user testing with a subset of community members
5. Willingness to be a Smart City Initiative partner moving forward and iteratively design a solution in accordance with our Guiding Principles.

3.8 Stakeholders and Sources of Insights

Which stakeholders (dept and name) should be engaged (be exhaustive)? Where will we find information to better understand the problem? Feel free to include links to resources or attachments to share.

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Stakeholders

- Residents
- City Councilmember Stacy Mungo
- Dept Director – Lea Eriksen
- Project team (see above)
- Long Beach Technology & Innovation Department at large
- Gov't administrative staff (procurement and legal staff) at large

Sources of Insights

- ≠ Current quantitative metrics from current City platforms (Go Long Beach, ActiveNet, etc.)
 - ⊘ Account creations
 - ⊘ Drop-offs
 - ⊘ Ongoing user engagement
 - ⊘ Number of support requests made
 - ⊘ Amount of time taken to troubleshoot support requests
- ≠ Current qualitative metrics
 - ⊘ Resident and user stories to prompt the streamlined solution to City Services
 - ⊘ Issue faced by residents with current system lacking a unified login

3.9 Project Milestones

What do we need to get done to complete the project over the 16-week program?

- IMPLEMENTATION
 - Simple and accessible (meeting ADA Web Accessibility Standards & Requirements) user experience
 - two City of Long Beach applications successfully participating in the pilot
 - Ease of implementation from City Staff perspective
- SECURITY
 - Service does not expose City sites and services to new threats
 - Perception of security from residents and City Staff increases, all PII is protected
- RESIDENT SATISFACTION
 - Do Long Beach Residents find the resident ID helpful? (This will be measured by the City)
- MOVING FORWARD
 - Ease of implementation
 - Increased interest from other City applications and services
 - Develop a roadmap and schedule to incorporate new services based on reach and need

3.10 Assumptions

Are there any considerations that you think to be true but there is no guarantee

1. Okta will only add to the end user experience, not take anything away.
2. Technical resources: Okta/Tevora and Long Beach TID staff are familiar with the products and services being utilized

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<p>3. If at the end of the pilot process the City elects to not proceed, user accounts in place prior to the pilot will remain accessible as they were prior to the pilot taking place.</p>				
<p>3.11 Dependencies Are there any project activities that depend on an external factor (e.g. API access, external system upgrade)</p>				
<p>1. Okta service integration with many existing services and platforms utilized by the City 2. Service won't be interrupted when the primary platform is updated or changed 3. Smartphone with biometric sensors (when applicable)</p>				
<p>3.12 Risks and Mitigation What are anticipated risks (e.g. scope, schedule, resources, technical) and how can we avoid them?</p>				
<p>1. Breakdown of communication between different platforms and finger pointing between vendors about the root cause of issue(s). 2. User confusion and frustration regarding the sign on process a. What happens to a user's account at the end of the pilot if there is no wider implementation 3. Project delays due to differences in products and technical understandings 4. Lack of staff to keep the pilot moving forward 5. What will happen to user accounts created via Okta if the City elects to not proceed with the pilot? Will end users have to recreate their profiles?</p>				
<p>3.13 Success Metrics How will we measure success (measures should be S.M.A.R.T. Specific, Measurable, Achievable, Relevant and Time-bound)? Each of the measures should be mutually agreed up as they will be used to help inform if the solution will be contracted at the end of the program.</p>				
<ul style="list-style-type: none"> • Number of accounts created • Number of return users • Time to complete an account creation • Time to login • Number of account creation drop offs • Types of devices and connection (fixed versus mobile) • Support Requests from Residents <ul style="list-style-type: none"> ○ How many and why • Can we get geospatial info to see where most users are in the city • Number of accounts using two-factor authentication and/or biometric sensors when applicable 				
<p>3.14 Communications What are the meetings, emails, reports, press releases that should be scheduled</p>				
Type	Format	Frequency	Day / Time	Attendees

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Project Scoping Workshop * Scope Finalization * Product Overview/Demo * Requirements Review * Technical Review	Workshop	Once	TBD	Exec sponsor (30min) SMART CITY CHALLENGE Lead Project team Vendor team
Weekly project team meeting	Meeting	Weekly	TBD	SMART CITY CHALLENGE Lead Project team Vendor team
Project wrap-up with Exec Sponsor	Meeting	Once	Project close	Exec sponsor (30min) SMART CITY CHALLENGE Lead Project team Vendor team (on site)

EXHIBIT “B”

City’s Representative:

Maura Ventura

EXHIBIT “C”

Materials/Information Furnished: None

EXHIBIT “D”

Consultant’s Key Employee:

Ben Dimick

EXHIBIT “E”

Vendor Information Security Assessment (VISA)
Questionnaire

Vendor Information Security Assessment (VISA) Questionnaire

Purpose: This Vendor Information Security Assessment (VISA) Questionnaire requests information concerning a Cloud Service Provider (the Vendor), which intends to provide to the City of Long Beach (The City) any or all of the following services: Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS).

Note/Instructions:

- SaaS, PaaS and IaaS are each a 'cloud' servicing model, in which software and database applications, computer network infrastructure and/or computer hardware/software platforms is/are hosted by the Vendor and made available to customers interconnected to a network, typically to the Internet.
- This Questionnaire is for the sole use of the intended Vendor and may contain confidential information of individuals and businesses collected, stored, and used by The City. Any unauthorized collection, storage, use, review or distribution may be prohibited by California and/or Federal laws including the California Consumer Privacy Act (CCPA). If you are not the intended recipient of this Questionnaire, please contact the sender by e-mail and destroy all copies of the Questionnaire.
- The Vendor shall provide answers to the questions or information to the requests provided below.
- In the event that the Vendor determines that it cannot meet the City's security and or privacy requirements, the Vendor may submit a request for an exception to the City's requirements and propose alternative countermeasures to address the risks addressed in this Questionnaire. The City's Cyber Risk Officer (CRO) may approve or reject the exception request, depending on the risks associated with the exception request.
- Upon receipt of the Vendor's response, the Technology & Innovation will conduct a security risk assessment, using the following scoring methodology:
A = Meets completely.
B = Partially meets. The Vendor may be required to provide additional requested information.
C = Doesn't meet. The Vendor may be required to provide missing/additional detail.

Vendor Information:

Vendor Organization Name	
Address	
Information Security Contact Person Name	
Email	
Phone	
Date this Questionnaire Completed	

1.0 BUSINESS PROCESS AND DATA EXCHANGE REQUIREMENTS

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
1.1	Please provide a detailed description of the business process that will be supported by the Vendor, as it relates to the proposed requirements of the City's RFP or other Business Requirements Document (BRD)			
1.2	Has the Vendor adopted and implemented information security and privacy policies that are documented, are accessible to the City, and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards?			
1.3	What data exchange will occur between the City and the Vendor? What data will be stored at the Vendor's or other third party's data storage location? (Provide data attributes with examples) Example: (Payment Card Information, Social Security Number, Driving License # Patrons Name, Address, telephone etc.), which are examples of personal information, the privacy of which must be protected as stated by the California constitutional and statutory law.			
1.4	In the event that the Vendor is required to store Private Information (PI), Personally Identifiable Information (PII), or Sensitive Information (SI) (collectively, the Information) about individuals in the service provider's business systems, how does the Vendor maintain the confidentiality of the Information in accordance with applicable federal, state and local data and information privacy laws,			

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
1.5	<p>rules and regulations including the California Consumer Privacy Act?</p> <p>In the event that the Vendor is required to collect and/or store Private Information (PI), Personally Identifiable Information (PII), or Sensitive Information (SI) about individuals in the service provider's business systems, what is the Vendors approach for deidentification, anonymization, and/or aggregation of this data?</p>			
1.6	<p>In the event that the Vendor is required to collect and/or store Private Information (PI), Personally Identifiable Information (PII), or Sensitive Information (SI) about individuals in the service provider's business systems, how does the Vendor intend to use or share data and/or individual's Information resulting from the business system to third parties?</p>			
1.7	<p>If Yes, why is data sharing necessary?</p> <p>What mechanism and/or types of tool(s) will be used to exchange data between The City and the Vendor? Example: (VPN, Data Link, Frame Relay, HTTP, HTTPS, FTP, FTSP, etc.)</p>			
1.8	<p>What types of data storage (work in progress storage and backup storage) are present or will be required at the Vendor's site? Example: (PCI Credit Card Info, SSN, DLN, Patrons Name, Address, telephone, medical records, etc.)</p>			

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
1.9	Is e-mail integration required between The City and the Vendor? Example: The provision of services may require the City to provide the Vendor with an e-mail account on the City's e-mail server.			
1.10	Has the Vendor ever been subjected to either an electronic or physical security breach? Please describe the event(s) and the steps taken to mitigate the breach(es). What damages or exposure resulted? Are records of breaches and issues maintained and will these records be available for inspection by the City?			
1.11	Does the Vendor maintain formal security policies and procedures to comply with applicable statutory or industry practice requirements/standards? Does it include an Incident Response procedures? Are records maintained to demonstrate compliance or certification? Does the Vendor allow client audit of these records? NOTE: PLEASE PROVIDE SUPPORTING DOCUMENTATION.			

2.0 APPLICATION/SOLUTION CONFIGURATION

#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
2.1	What are the Internet and the browser security configurations for the application? What security standards and requirements does the Vendor maintain to ensure application security at the user interface? (A			

#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
2.2	<p>set of detailed documentation should be provided to support the compliance.)</p> <p>What is the name of the application(s) that the Vendor will host in order to provide services to the City? (List all).</p> <p>What is the proposed url / web address that will be used by the city to access the application?</p>			
2.3	<p>What functionality will be provided to the City's employees or the City's customers or other recipient of City services through the application?</p>			
2.4	<p>Will the Vendor use a subcontractor and/or a third-party service provider? (List all). If yes, then what data privacy and information security agreements are in place between the Vendor and any subcontractor/third party to ensure appropriate and accountable treatment of information? Note the City requires each subcontractor and/or third party to complete this Questionnaire.</p>			
2.5	<p>What is the Vendor's application(s) hosting hardware and software platform? Provide a detailed description, including Service Packs and a patch or security applications in use.</p> <p>Example: Windows or Unix Operating System (OS) and other detail.</p>			
2.6	<p>How does the Vendor's application and database architecture manage or promote segregation of the City's data (related to its</p>			

#	Question	Response from The Vendor	Score	Additional Information/Clarification Required from The Vendor
	function as a local government agency) from its other customers?			
2.7	Describe the Vendor's server and network infrastructure. Please provide server and network infrastructure deployment topology, diagram, including data flow architecture including but not limited to security management applications (i.e. firewalls, etc.)			
2.8	Please provide a detail proposed solution that will be developed as a part of the Vendor's implementation to support this project. (For example, detailed solution architecture and diagram, secured data flow to support business processes, etc.).			
2.9	Does the Vendor's proposed solution utilize machine learning and/or artificial intelligence? If so, please provide a high-level description of these components and demonstrate how human review is included in the design of decision-making schemas and algorithm/AI training input. Describe any identifiable data or algorithmic bias implemented/embedded/included in the application. Does the application have any third-party audits on the machine learning/artificial intelligence algorithms? If so, please provide a copy.			

3.0 DATA PROTECTION

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
3.1	What will be the medium of data exchange between the City and Vendor?			
3.2	How will the data be kept secure during the data exchange process? Example: (VPN, Data Link, Frame Relay, HTTP, HTTPS, FTP, FIPS, etc.)			
3.3	How will the City's data be kept physically and logically secure at the Vendor's preferred storage location? Example: Digitally, Encrypted etc.			
3.4	What application level protections are in place to prevent the Vendor's or a subcontractor/third party's staff member from viewing unauthorized confidential information? For example, encryption, masking, etc.			
3.5	What controls does the Vendor exercise over the qualification and performance of its team? Of their subcontractor/third party's team(s)? (For example, criminal background verification prior to employment, providing security training after employment and managing Role Based Access Control (RBAC) during employment and network and application access termination upon employment termination.			

4.0 DATA BACK-UP

#	Question	Response	Score	Additional Information/Clarification Required from the Vendor
4.1	What are the Vendor's method(s) used to keep data secured during the data backup process?			
4.2	Is the Vendor's encryption technology used to encrypt whole or selective data?			
4.3	What types of storage media will the Vendor use for data backup purposes?			
4.4	Are the Vendor's backup storage devices encrypted? If 'yes,' please provide encryption specification, with type of encryption algorithm and detail process of encryption handling. If 'no,' provide a detailed description (with process, tools and technology) to keep data secured during the back-up process.			

5.0 DATA RETENTION

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
5.1	What is the Vendor's retention period of the backed-up data? The data retention process shall comply with the City's data retention policy.			
5.2	Are the data back-up storage media at the Vendor's location or other third party location?			

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
5.3	<p>If the Vendor's backup storage devices are stored with another company, please provide:</p> <ul style="list-style-type: none"> • Company Name: • Address: • Contact person detail (Phone & Email): • What contractual commitments are in place to guarantee security performance from these vendors 			
5.4	<p>What is the media transfer process (in the event the contract expires)?</p>			
5.5	<p>Who on the Vendor's staff or subcontractor/third party's staff is/are authorized to access backup data? (Provide Name and Role)</p>			

6.0 ACCOUNT PROVISIONING AND DE-PROVISIONING (The Vendor must receive formal pre-authorization from the City's Business Information Systems Bureau Manager and Cyber Risk Officer prior to provisioning and de-provisioning of application access account).

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
6.1	What is the account provisioning/addition process? (Example: how are users accounts created and managed?)			
6.2	What is the account deprovisioning/removal process? Example: how are users accounts created and managed?)			
6.3	How will the City's employees gain access to required application(s)?			

7.0 PASSWORD MANAGEMENT

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
7.1	<p>What will be the policy and/or procedures for the logging, authentication, authorization and password management scheme? (Please provide a soft copy or diagram of the process, if available)</p>			
7.2	<p>Where will the login and password credentials be stored?</p>			
7.3	<p>Are the password credentials stored with encryption? If 'yes,' please provide encryption scheme detail.</p>			
7.4	<p>The Vendor's application must comply with the following password requirements. Does the Vendor's application meet these requirements? First time password must be unique to an individual and require the user to change it upon initial login.</p> <ul style="list-style-type: none"> • If the password is sent via plain text e-mail to the City employee to mitigate security exposure. • The City requires first time password to have a time-out capability of no more than 7 days. • The e-mail notification must not be copied to anyone except the user. • Password Expiration- for long term password changed frequently (at least every 90 days) • E-mail notification must be sent to the user whenever the password has been updated. 			

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
	<ul style="list-style-type: none"> • Password length of at least 12 characters • Password Complexity - it must contain alphanumeric characters and at least one special character. 			

8.0 CLOUD SERVICES

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
8.1	Are the vendor services housed at their own (a) data center, (b) the cloud, or (c) deployed-on premise only? How does the vendor ensure any services hosted externally maintain regulatory and best practice security controls?			
8.2	Which cloud providers does the vendor use?			

9.0 CYBERSECURITY INSURANCE

#	Question	Response from the Vendor	Score	Additional Information/Clarification Required from the Vendor
9.1	Does the vendor have cybersecurity insurance? If so, please indicate if it protects against security incidents, such as, but not limited to breach response, business interruption security breaches, ransomware, cyber extortion loss, malware, data recovery, regulatory defense & penalties, , data theft and inadvertent loss personal information. Please provide copy of Certificate of Insurance and description of services covered by the insurance. Note: If approved, please be prepared to provide a copy of your current Certificate of Insurance for Cyber Security with the 'City of Long Beach' listed as an additional insured.			

----- End of Document -----