



Purchasing & Contracting Department

November 25, 2025

VIA EMAIL TO: Sudhi.Kowligi@klearai.com

Mr. Sudhi Kowligi, Chief Administrative Officer
Klear.ai
5252 Orange Street, Suite 208
Cypress, CA 90630

Reference: Request for Proposal (RFP) 10090240-25-S, Risk Management Information System (RMIS) Solution

Dear Mr. Kowligi

Subject: Clarification/Modification/Affirmation Letter

The proposal received by Klear.ai on May 29, 2025, was responsive. This letter follows confirmation discussion and negotiation as allowed by the RFP. This letter confirms our agreement to clarify, modify, and affirm the terms of the Contract relating to the above-referenced solicitation. The Parties agree to the following clarifications, modifications, and affirmations as follows:

1. Revised Exhibit D Price Proposal - The pricing proposal submitted by Klear.ai listed optional modules/services at an additional cost to meet certain requirements specified in Exhibit F. The City has elected to include these add-ons as part of the RMIS solution. Many optional modules were proposed as transaction fee-based making a not-to-exceed contract amount unattainable. A revised pricing schedule (Attachment 2 – Revised Exhibit D - Price Proposal 10 Yrs Final) is incorporated into the contract to clarify the add-on options, fee waivers, fixed costs, and usage/user caps.
2. Klear.ai shall provide the City with the ability to configure automated notifications when usage is nearing thresholds.
3. Protection against discontinuation of product modules - In the event Klear.ai discontinues or implements significant changes to features or functionality purchased and in use by the City, Klear.ai will notify the City at least 60 days in advance and offer an alternative solution with comparable functionality. City will have the unilateral option to decline the proposed alternative solution, which if exercised will nullify any payment responsibility by the City for any affected product modules.

Please indicate your agreement with the above by signing the bottom of this letter and returning to Sandra M. Vasquez at SMVasquez@sandiego.gov. Thank you for your assistance.

Mr. Sudhi Kowligi, Chief Administrative Officer
November 25, 2025
Page 2 of 2

Sincerely,

Sandra Vasquez

Sandra M. Vasquez
Supervising Procurement Contracting Officer

Enclosure: Attachment 1 – Pricing Modification Table
Attachment 2 – Revised Exhibit D – Price Proposal 10 Yrs Final

This Letter is executed by the City and Contractor acting by and through their authorized officers.

KLEAR.AI

By: *K.R. Sudhindra*
(K.R. Sudhindra, Nov 25, 2025 10:54:12 PST)
Name: K.R. Sudhindra.
Title: Chief Administrative Officer
Date: 11/25/2025

THE CITY OF SAN DIEGO

By: *C. Abarca*
Name: Claudia Abarca
Title: Director, Purchasing & Contracting
Date: 02/28/2026

022041

ATTACHMENT 1

RFP 10090240-25-S, RISK MANAGEMENT INFORMATION SYSTEM (RMIS) SOLUTION

Klear.ai's pricing proposal listed optional modules/services at an additional cost to meet certain requirements specified in Exhibit F. Risk Management has elected to include these add-ons as part of the RMIS solution. Many optional modules were transaction fee-based making a not-to-exceed contract amount unattainable. A revised pricing schedule of the add-on options has been created to be either no charge or fixed price with usage/user caps.

Table 1 denotes the Exhibit F item, corresponding Exhibit D item, original pricing, and negotiated pricing. Pricing escalation to be included in the contract in the event City exceeds user and/or usage limits listed are listed in table 2. Annual licensing and support increases are fixed at 3% for the first 5 years then 5% for remaining 5 option years.

1. Klear.ai pricing modifications as follows:

Exhibit F	Exhibit D	Original pricing	Negotiated pricing
RA-05 Forecasting and cost estimations modeling	Section 5: Add-on Modules AI Reserve Prediction Model	\$20k Set Up, \$42k Annually	No Charge/Waived
RA-06 Predictive analytics for identifying high-risk and fraud cases	Section 5: Add-on Modules AI Severity Prediction Model	\$20k Set Up, \$42k Annually	No Charge/Waived
Several requirements supported, notably: DM-04 Import and attach documents to appropriate claims from third parties DM-06 Ability to search entirety of claim attached documents	Section 5: Add-on Modules Gnerative AI capabilities (for documents)	Transaction Fees - No amount stated	Document AI Indexing: \$2,400 annually 50,000 pages per month Summarization: \$2,400 annually 50,000 pages per month Data: Indexing: \$6,000 annually 50,000 pages per month
CC-02 Claimant portal for direct communication and access to view status updates, request/submit documentation, and notifications	Claimant App not listed in pricing – only referenced in response to requirement	No amount stated	\$12,000 annually
CC-05 Chatbot or other support option for answering common queries	KlearGPT (Klear Assist) not listed in pricing – only referenced in response to requirement	Transaction Fees - No amount stated	\$10,000 annually 50 users / 25 queries per day
	100 Read Only users	100 Read Only users included	Unlimited read only users

2. Klear.ai pricing escalation basis/trigger:

Exceeds	Price Adjustment / Tier
100 Full Access users	\$4200 each additional user
5TB Cloud Data Storage	Database storage is \$2,000/100 GB File Storage is \$600/.5 TB
Additional test/dev environment	\$54,000 for each additional environment
Document AI Indexing: 50,000 pages per mo. Summarization: 50,000 pages per mo. Data: 50,000 pages per mo.	Each additional band of 50,000 pages incurs same cost - \$2,400 (indexing), \$2,400 (summarization), \$6,000 (data storage)

Klear Assist 50 users /25 queries per day per user	Each band of ten users with 25 queries per day each is \$2,000
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3. Pricing escalation pre-notification

Klear.ai shall provide the City with the ability to configure automated notifications when usage is nearing thresholds. Protection against discontinuation of product modules or changes to product modules

In the event Klear.ai discontinues or implements significant changes to features or functionality purchased and in use by the City, Klear.ai will notify the City at least 60 days in advance and offer an alternative solution with comparable functionality. City will have the unilateral option to decline the proposed alternative solution, which if exercised will nullify any payment responsibility by the City for any affected product modules.

Revised Exhibit D Price Proposal

Proposed Name: Klear AI	
Section 1: On-Time System Implementation	
System Implementation/Deployment	do not use \$185,000.00
Data Conversion/Migration	do not use Included
System Integrations	do not use Included
User Training	do not use Included
Post-Implementation Stabilization	do not use Included
Total System Implementation	\$185,000.00

Section 2: Annual SW Licenses/Subscription	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Pricing	
Full License	100	\$240,000	\$247,200.00	\$254,616.00	\$262,254.00	\$270,122.00	\$278,628.00	\$287,809.00	\$297,699.00	\$308,334.00	\$314,751.00	\$2,841,413.00	Klear AI will support a concurrent user model for read/write licenses with up to 100 concurrent user licenses. Additionally, please note that our pricing model does not break out fees based on each component as requested, so the totals provide are inclusive of the City's requests.
Read-Only License	10000	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	We have included up to 100 read-only named users as was specified by the City in Addendum A.
Cloud Data Storage (Terabyte)	1	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Test/Dev Environment(s), if extra	1	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total SW Licenses/Subscription		\$240,000.00	\$247,200.00	\$254,616.00	\$262,254.00	\$270,122.00	\$278,628.00	\$287,809.00	\$297,699.00	\$308,334.00	\$314,751.00	\$2,841,413.00	
Section 3: Annual Support													
Helpdesk support	do not use	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	All support fees are included in the Annual Fees presented in B19.
Technical support	do not use	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	All support fees are included in the Annual Fees presented in B19.
Total Annual Support		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Section 4: Training													
User Training	100	Included	Do Not Use									Included	All training fees are included in the Implementation Fee section in cell D11. Please note that Klear AI provides training on a train-the-trainer basis as best practice.
Total Training		\$ -										\$ -	3rd party add-on modules needed for the system to meet RFP requirements.
Section 5: Add-on Modules Cost													
Reserve Prediction Model Setup and annual fee waived		Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Reserve Prediction Model, \$20k Set Up, \$42k Annually
Severity Prediction Model Setup and annual fee waived		Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	The Severity Prediction Model, while not required to operate the solution, is priced as follows: \$20k Set Up, \$42k Annually
Fraud Prediction Model Declined		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	The Fraud Prediction Model, while not required to operate the solution, is priced as follows: \$20k Set Up, \$42k Annually
Generative Doc AI - Indexing/Summarizing/Data (\$2,800 \$6,000 \$24,000)		\$10,800	\$11,324	\$11,458	\$11,801	\$12,155	\$12,620	\$12,896	\$13,283	\$13,681	\$14,092	\$ 123,809.80	
Claimant App		\$12,000	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911	\$14,329	\$14,758	\$15,201	\$15,657	\$ 137,566.55	
Klear Assist		\$10,000	\$10,800	\$10,609	\$10,927	\$11,255	\$11,599	\$11,961	\$12,339	\$12,668	\$13,048	\$ 114,638.79	
Total Others or Add-on Modules		\$ 32,800.00	\$ 33,784.00	\$ 34,797.62	\$ 35,843.45	\$ 36,936.69	\$ 38,024.33	\$ 39,164.92	\$ 40,339.86	\$ 41,550.06	\$ 42,798.56	\$ 376,015.24	
PROI and SROI \$1.50 per transaction													
Total Price:		\$ 457,800.00	\$ 280,984.00	\$ 289,413.62	\$ 298,097.45	\$ 307,058.69	\$ 316,652.33	\$ 326,973.92	\$ 338,038.86	\$ 349,884.06	\$ 362,547.56	\$ 3,217,428.24	







Clarification Letter_10090240-25-S_Final

Final Audit Report

2025-11-26

Created:	2025-11-26
By:	Sandra Vasquez (SMVasquez@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5nwr4X6hqrmSueUwXG3fdDnH_dW3BmU2

"Clarification Letter_10090240-25-S_Final" History

-  Document created by Sandra Vasquez (SMVasquez@sandiego.gov)
2025-11-26 - 0:18:01 AM GMT - IP address: 156.29.5.177
-  Document emailed to sudhi.kowligi@klearai.com for signature
2025-11-26 - 0:20:31 AM GMT
-  Email viewed by sudhi.kowligi@klearai.com
2025-11-26 - 0:25:42 AM GMT - IP address: 75.54.195.166
-  Signer sudhi.kowligi@klearai.com entered name at signing as K.R.Sudhindra.
2025-11-26 - 0:34:10 AM GMT - IP address: 75.54.195.166
-  Document e-signed by K.R.Sudhindra. (sudhi.kowligi@klearai.com)
Signature Date: 2025-11-26 - 0:34:12 AM GMT - Time Source: server- IP address: 75.54.195.166
-  Agreement completed.
2025-11-26 - 0:34:12 AM GMT



CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090240-25-S, Risk Management Information System (RMIS) Solution

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090240-25-S, Risk Management Information System (RMIS) Solution (Contractor).

RECITALS

On or about 4/17/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

The City has determined that the Contractor has the expertise, experience, and personnel necessary to provide the services.

The City wishes to retain the Contractor to provide a Risk Management Information System (RMIS) software as a service (SaaS) solution as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. The contractor shall provide the Services to the City as described in Exhibit B, which is incorporated herein by reference. The contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Risk Management Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

David Heller, IT Program Manager
1200 Third Ave #1000
San Diego, CA 92101
619-236-6754
dheller@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of

Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,935,428.24 ^{KRS}_{MPS}
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Proposal

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

4AI Soft LLC d/b/a Klear.ai

Proposer

5252 Orange Ave Suite 208

Street Address

Cypress

City

5622697082

Telephone No.

sudhi.kowligi@klearai.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Claudia C. Abarca

Director, Purchasing and Contracting

02/28/2026

Date Signed

BY:



K.R.Sudhindra. (Nov 26, 2025 14:51:10 PST)

Signature of
Proposer's Authorized
Representative

K.R.Sudhindra.

Print Name

Chief Administrative Officer

Title

11/26/2025

Date

Approved as to form this 2nd day of
March _____, 2026.

HEATHER FERBERT, City Attorney



BY: Mark Imada (Mar 2, 2026 10:57:54 PST)

Deputy City Attorney

022041

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. Proposers must list or reference each specific exception they are requesting to the Scope of Work, the Contract, or the Exhibits thereto, including, but not limited to, items for which solutions are not fully

compliant with IT City Standards. For each requested exception, proposers must provide specific proposed alternative or amended language in the proposer's initial proposal submittal for potential consideration.

It is not acceptable for proposers to take exception to terms or conditions in general, with a request to later discuss or negotiate specific terms within the RFP / Contract. Nor is it acceptable for proposals to refer to other contracts for alternative language. The City will not consider exceptions addressed elsewhere in the proposal, nor will the City consider exceptions for which no specific alternative or amended language is provided.

The proposer must also present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto.

Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions and deem the proposal nonresponsive, or award the Contract without proposer's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

2.14 An additional, redacted version of Proposer's response to the RFP containing all requested redactions of confidential, proprietary or other information which proposer alleges to be exempt from disclosure under the California Public Records Act, including the legal basis for such exemption, as fully set forth in Exhibit A, Section 9. Public Records below.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact

identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA. Additionally, if the proposer considers any part of its proposal confidential, proprietary, trade secret, or otherwise exempt from disclosure under the CPRA, in addition to the requirements above, proposer must also submit a clearly marked redacted version of the proposal at the time of submittal.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require the top three proposers to interview and/or make an oral presentation. Only the top three proposers with the highest scoring proposals will be asked to interview and/or make an oral presentation.

Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer can fulfill this Contract. Inspection will include, but not be limited to, a survey of the proposer's physical assets and financial capability. By signing the proposal, the proposer agrees to the City's right of access to physical assets and financial records for the sole purpose of determining the proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 10
A. Responsiveness to the RFP.	
1. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
2. Exceptions to RFP.	
B. Software capabilities and ability to meet the requirements outlined in this RFP.	30
1. The response should demonstrate how the software will adequately meet the City's defined business and technical needs as outlined in Exhibits E, F and G.	
2. Ease of use, intuitive, responsive, and seamless workflow automation.	
C. Feasibility, timeliness, and quality of software implementation schedule.	10
1. The City will consider the quality, completeness, and feasibility of the proposed approach for implementation services, including the implementation plan, project management approach, training plan, quality assurance, approach, maintenance, and support services.	

	MAXIMUM EVALUATION POINTS
D. Firm's Capability to provide the services and expertise and Past Performance.	10
1. Experience working with municipalities and cities in the state of California that are self-insured and self-administered.	
2. Experience implementing a Risk Management system following and adhering to federal and the state of California laws, mandates, and regulations.	
3. Reference checks	
E. Price.	10
F. Mandatory Real-time Demonstration/Presentation.	30
1. Comprehensive demonstration of system capabilities meeting/exceeding functionalities described in Exhibits E, F and G.	
2. Demonstrate user interface & system navigation	
3. Adequately and satisfactory addressing questions	
4. Provide demonstration using realistic and practical operational examples	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers in writing of its intent to award a Contract.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meet the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's

requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer non-responsive and award the Contract to the next highest scoring responsible and responsive if the apparent successful proposer fails to provide the required information or documents timely.

EXHIBIT B SCOPE OF WORK

A. INTRODUCTION

The City of San Diego (City) Risk Management Department is accepting proposals for a Risk Management Information System (RMIS) single platform software-as-a-service (SaaS) enterprise solution to fully support Workers' Compensation, General Liability and Disability claims management and administration, loss recovery, safety and compliance, incident intake, policy management, and intuitive analytic tools.

The eighth largest city in the United States, second largest in the State of California, San Diego has a diverse population with the nation's largest military community. The City of San Diego has over 1.4 million residents and over 12,000 skilled and dedicated City employees. The City self-insures and self-administers its Workers' Compensation (WC), General Liability (GL), and Long Term Disability (LTD) insurance programs with approximately 2,000 WC claims, 3,000 GL claims, and 200 LTD claims annually with an approximate open claim caseload of 5600 WC claims, 3500 GL claims, 100 LTD claims, and 500 recovery claims.

The Risk Management Department's mission is to effectively prevent, control, reduce or eliminate the City's risks through the centralized administration of comprehensive risk management and employee benefit programs and to provide optimum service to employees and the public through enterprise health, safety, liability, and loss control programs.

Our current RMIS system supports all business activity including claim submissions, managing claims for multiple lines of insurance, regulatory compliance and reporting, policy management, safety compliance, rule-based workflows, ad-hoc reporting and dashboards. It also integrates with multiple SAP modules and several 3rd party providers through scheduled file transfer and data processes and direct access.

B. PROJECT BACKGROUND

The City seeks a comprehensive enterprise SaaS Risk Management Information System (RMIS) application solution for the Risk Management Department. The successful Proposer shall have experience implementing and converting an enterprise RMIS solution/application with large municipalities in the State of California.

Through the implementation of a cloud-based RMIS solution, the City is looking to benefit from the latest technologies to meet our goal of providing:

1. A mobile-friendly, platform-independent application
2. An intuitive user interface allowing for easy system navigation
3. Logical user configurable workflow automation
4. Integrated user-friendly query, reporting, and dashboard tools
5. Enforced compliance with State and Federal regulations and mandates
6. Seamless end-to-end cycle for each claim module
7. Extensive user system administrator functionality
8. Integration with third-party providers and software such as MS 365, Adobe, Google Maps
9. Strong security and data protection, including data encryption, SSL/TLS, SSO, MFA
10. 24/7 system available and customer support

C. PROJECT APPROACH

The City of San Diego seeks a comprehensive, turn-key solution whereby all aspects, required functions, and modules of the proposed system are operable when implementation is completed (go-live). The City will coordinate with the selected Proposer to determine an appropriate deployment schedule based on factors such as:

1. Alignment with other technology initiatives.
2. Change management impacts to employees.
3. Coordination with participating and/or affected departments.

D. ADA COMPLIANCE

The content on all websites and web applications created, bought, leased, or otherwise employed by the City of San Diego for public use shall meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and any successive WCAG guidelines most current at the time of application.

E. RMIS INNOVATIONS

The City is very focused on leveraging the RMIS system to drive innovations in State regulatory compliance, improving safety, and workflow automation. In the technical response, the Proposer shall describe how the City can take advantage of the following innovative functionality to manage claims:

1. Use of mobile devices to file and monitor claims.
2. Omnichannel intake
3. Automate Risk Management life cycle.
4. Business intelligence reporting and analytic tools

F. SPECIFICATIONS

The City of San Diego will only consider Proposals for implementing an RMIS software solution that is a vendor-hosted, subscription-based SaaS system.

Proposers are encouraged to identify the significant characteristics of their solution and why it best suits the needs of the Risk Management Department.

1. **Responsiveness to the RFP**
 - a. Requested information included and thoroughness of response.
 - i. The proposal must be a complete document and include everything outlined in Exhibit A. Proposal Submission and Requirements, Exhibit B - Scope of Work, Exhibit D - Price Proposal, Exhibit E - IT City Standards and Technical Alignment, Exhibit F- Functional Requirements, and Exhibit G - Interrogatories.
 - ii. Must include a staffing plan, qualifications submittal, draft implementation plan, draft implementation schedule, and draft outline documents explained in this section. These can be included in the response or provided as attachments.

- b. Understanding of the project and ability to deliver as exhibited in the Executive Summary.
 - i. Executive summary shall demonstrate knowledge and experience with RMIS, Federal and State mandates and regulations. Provide a short summary of the implementation plan and schedule. Describe how the proposed RMIS solution will allow the City to manage and minimize risk more effectively and comply with the State of California and federal mandates.
- c. Software performance history.
 - i. The Proposer shall provide at least two (2) case studies of the proposed RMIS software used by a municipality of similar size and complexity.
 - ii. Sample cases are required to show the business processes practiced by the other municipalities and give statistics on response times and the number of claims processed, among other statistics such as municipality size, etc.
- d. Clear and thorough cost proposal via Exhibit D. Price Proposal.

2. Qualifications, Experience, and Staffing Plan

- a. A staffing plan and a submittal of qualifications will be required in the response. The staffing plan and submittal of qualifications must include the following:
 - i. **Company Overview:** The Proposer must include a company summary including company history, office location(s), company size (how many personnel are part of the software development team, implementation team, and support team), financial statements, and statement of technical areas of expertise. The Proposer must be able to substantiate to the satisfaction of the City that the Proposer has sufficient resources to complete the project. (If the Proposer is not the software provider, then the proposer must submit this for both their company and the company proposing to implement the software.)
 - ii. **Experience:** The Proposer must describe their previous experience with recent RMIS software implementation projects for public sector organizations. Implementations involving more than 500,000 residents deployed within the last five (5) years are strongly preferred.
 - iii. **References:** The Proposer must provide three (3) references from clients who have had similar scopes of work and requirements. References must be within the last five (5) years. An alternative point of contact for each reference shall be listed with a phone number and email address whenever possible. References must include the following information:
 - Reference #
 - Name of Organization
 - Address
 - Contact Name
 - Contact Telephone Number

- Email address
- Date Work Undertaken
- Nature of Assignment
- Business Benefits Realized
- Environmental Benefits Accrued (optional)
- User-focused design experience/industry awards

References will be verified as part of the standard City procurement process.

If contact with the referenced contact person or an alternative who knows the Proposer is not made after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory. All attempts to contact a referenced client will be documented, including the date and time of the attempt.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to being contacted by the City. The City may solicit feedback from previous clients, including the project and/or staff from the City of San Diego.

- iv. Availability/Geographical location of personnel for required tasks. The Staffing plan will also indicate the hours staff may be reached, their method of contact, and the level of effort required for them to come to the site, if applicable.

G. Project Team

1. The proposal will include clearly defined Roles/Responsibilities of personnel with a clear organizational structure.
2. The Proposer must identify a single point of contact for all contract management activities. The Proposer's Project Manager's name and resume must be submitted with the proposal. The successful Proposer must not change the Project Manager without written City of San Diego approval.
3. The Proposer's Organization Chart must include all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project and the percentage of time dedicated to the project. Proposers shall describe their commitment to ensuring the project team's composition will remain consistent throughout the implementation phase. The project team cannot be substituted or staff added without prior notice and acceptance by the City/Risk Management Department.
4. Summary of Key Personnel. The proposer must provide a summary of the key personnel who will be dedicated to providing the services described in this solicitation. At a minimum, the Proposer must identify the Project Manager, Lead Business Analyst(s), Training Manager, and System Lead. For each person identified, describe the following information:
 - a. Their title and reporting responsibility.
 - b. Their proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility if appropriate).
 - c. Their pertinent areas of expertise and experience (particularly for RMIS implementation projects).

- d. The location where they will provide the services (local or remote). (For more information, please see the "On-Shore Provisions" under section L--Implementation.)
- 5. Project Team Resumes. The Proposer must include brief resumes for key personnel assigned to the project. The project manager would ideally have experience implementing a similar solution for other large municipalities. Each project team resume shall be formatted similarly and contain the following content:
 - a. Brief overview of their professional career
 - b. Professional background highlighting relevant projects that have been completed and their role(s) in each project
 - c. Educational background
 - d. Publications (if applicable)
 - e. Professional activities and certifications

H. PROCESS MAPPING/CHANGE MANAGEMENT

- 1. **Process Mapping.** A key component of a successful RMIS system is information sharing and collaboration among City departments. Working with City Departments, the Proposer would perform business process mapping, document gaps and blind spots, identify overlap and redundancy, and recommend best practices. This will include specific steps and tactics to achieve collaboration and best practices using the new RMIS solution.
- 2. **Change Management.** Employees have been using existing processes for many years. The City understands the importance of change management services in successfully implementing the RMIS solution. The City has assigned internal personnel to support its change management efforts. However, to support these resources, the City may desire the Proposer to become involved in the overall change management planning. As such, please describe the approach you would take to support the City's implementation of the RMIS program.

I. SCOPE OF SERVICES

The RMIS project is designed to deliver a transformative solution for the Risk Management Department. This section details the project's scope, including software and implementation services. Exhibit A - Proposal Submission Requirements contains the specific submittal requirements to demonstrate the Proposer's ability to meet these expectations.

- 1. **Detailed Requirements.** The detailed requirements are included in Exhibit F--Functional Requirements for this RFP. The City does not expect a single solution to meet all the requirements. The Proposer must indicate whether their solution meets the requirements out of the box, meets with modification, meets with a third-party solution, meets with customization, meets the requirements in a future release, or does not meet them. *Table 1-Requirements Responses* (below), contained in Exhibit F - Functional Requirements to this solicitation, provides the approach to how the Proposer shall respond to each requirement.

Table 1: Requirements Responses

SUP	Supported as delivered "out-of-the-box"
CONF	Supported through configuration only with no source code changes (screen configurations, reports, UI tailoring, etc., 20 hrs. or less)

	Supported via a third-party solution
CSU	Supported via customization (changes to source code, more than 20 hrs.)
1000	Will be supported in a future release
NS	Not supported

2. Technical Requirements.

The proposer must complete Exhibit E – IT City Standards and Technical Alignment.

3. Software License Counts. Use Exhibit D – Price Proposal to develop the Cost Proposal submission.

4. Interfaces and Integration. The selected Proposer will be responsible for building integrations with City applications and third-party managed care vendors described in **Table 3: Required Integrations.**

Table 3: Required Integrations

#	Application	Application Type	Vendor	Directionality
1	SAP (FI-AP/AR, HCM -PA, OM, TM)	ERP	SAP	Bi-Directional data exchange/processing
2	MS 365 (Outlook, Excel)	Office applications	MS	Seamless RMIS integration
3	Adobe Acrobat Pro	PDF editing/creation	Adobe	Seamless RMIS integration
4	Call Center	Claim Intake	ACM	Bi-Directional data exchange/processing
5	PBM	Pharmacy Benefit Manager	Cadence	Bi-Directional data exchange/processing
6	Managed Care Svcs	BR, UR, NCM, MPN	Allied	Bi-Directional data exchange/processing
7	FROI, SROI, Medical payment	Report	State CA	EDI data exchange and processing
8	OSHA 300	Report	State CA	Scheduled file upload to Cal OSHA system

9	ISO Claim Search	Insurance claim search	ISO	Bi-Directional data exchange/processing
10	CMS	Medicare/Medicaid	Federal	Bi-Directional data exchange/processing
11	Client Managed Integrated Batch Job/Process Scheduler	Batch Job Scheduler	Client	Bi-Directional data exchange/processing

5. **Data Migration.** The sources of the data that need to be migrated into the selected RMIS solution include, but are not limited to, the following in *Table 4 - Data Sources*.

Table 4: Data Sources

Data Source	Description of Data	Projected Volume
RMIS Oracle database	All claim data including attached documents and images. The client developed scripts, stored procedures, views and tables	3 TB
NAS	Various supporting documents	1TB
3 rd Party FTP	Limited archive of processed interface files	1TB

J. IMPLEMENTATION SERVICES

This section outlines the City's parameters and expectations around these implementation services and is not meant to delineate all the tasks expected to complete the implementation. Proposers shall consider all factors when developing their approach, implementation plan, and cost proposal. Specific, detailed examples that include a coherent methodology for aligning these services with RMIS software deployment are critical success factors. The Proposer shall include responses to the following components in the description of their implementation approach.

1. **Project Management Approach.** The City requires the primary (or prime) Proposer to provide extensive project management for implementing the RMIS solution. The Proposer is expected to guarantee the successful, timely completion of those aspects of the project over which it has control. Proposers must provide a project plan for achieving the project's objectives, including an explanation of the role of all partners, the role of the City's staff (including time commitment), and an overall project timeline. A description of a proposed team structure (including an organizational team chart), listing key personnel functions, staffing profiles, and responsibilities to cover the software and implementation, as well as training and support, shall also be included. The detailed plan must thoroughly discuss how the Proposer will successfully implement the RMIS requirements. Please include a copy of a plan utilizing *Microsoft Project* or equivalent software.

2. **The Proposer's Project Manager Responsibilities.** The prime Proposer shall provide a qualified Project Manager (PM) who will be responsible for overseeing all aspects of the services to implement the RMIS solution and who serves as the Proposer's primary contact for the management and administration of the project. The Proposer shall not replace the PM without prior written approval by the City. The primary duties of the PM include, but are not limited to:
- a. Create and provide a project management plan and a master project schedule with identified milestones and a work breakdown structure of deliverables. Key components include:
 - 1) Hardware (if applicable) and software configuration/installation
 - 2) Configuration, business process, and workflow analysis
 - 3) System design
 - 4) Quality management plan
 - 5) Project risk management plan
 - 6) Communication plan
 - 7) Required modifications, third-party add-ons, and customizations
 - 8) Required system integrations
 - i. Descriptions of Interfaces
 - ii. Tasks
 - iii. Roles and Responsibilities
 - iv. Data Formats
 - v. Resources required
 - vi. Templates
 - 9) Data migration and cutover
 - 10) Software testing planning and execution
 - 11) Quality assurance
 - 12) Training development and delivery
 - 13) Executive-level communications
 - 14) System Acceptance
 - 15) Facilitate communication among project team members – City and Proposer
 - 16) Make commitments and decisions on behalf of the Proposer team
 - 17) Implement changes to the project plan/statement of work
 - 18) Manage project progress, including issues and potential schedule changes
 - 19) Attend and participate in review meetings
 - 20) Provide weekly status reports.
 - b. Collaborate with the Department of IT's Governance team and bring the project into planning, design and change management gates. These gates can help ensure requirements are met, which aligns with the industry's best practices.
 - 1) The planning gate is a review of project plan, RACI, risk register and communications plan. The gate may take place after the project kick-off.
 - 2) The design gate is a review of system diagrams which include dataflow, process, interface/integration and infrastructure diagrams and usually takes place after analysis and design of the proposed solution is at least 80% complete.
 - 3) The Change Management gate facilitates communication about the upcoming solution being in production or live in an environment and ensures the appropriate stakeholders are notified towards the end of User Acceptance Testing (UAT) and are ready as part of its support to the project.

3. **Configuration, Implementation, Testing, and Acceptance.** The Proposal will detail for the City the potential configuration options available to meet the requirements. In addition, the Proposal will produce a configuration document as a project deliverable before the system's final configuration. The configurations are cited in Exhibit F—Functional Requirements for this and throughout the solicitation.

The Proposal will be required to configure all necessary proposed functionality for the City and is expected to work closely with the City's functional experts to finalize the configurations and transfer knowledge. The Proposal will also be required to provide a testing strategy and plan (including scripts) as a project deliverable to the City. The City will sign off on the final testing plan before executing tests.

The Proposer shall provide three system environments: development/configuration, testing/training, and production. The selected Proposer will work with the City to ensure that the system is functioning at the appropriate level of performance at the time of cutover.

4. **Training Requirements.** The Proposer shall provide the City with a comprehensive training program that includes instructor-led training to facilitate successful implementation and knowledge transfer of the proposed RMIS solution.

The proposer shall provide training sessions tailored to claims management and administration, loss recovery, safety and compliance, incident intake, policy management, and analytic tools.

The Proposer shall provide trained and experienced instructor(s) and ensure that they do not perform other duties during the training period that will interfere with instruction. Instructors will provide a survey to trainees to evaluate presentation and course materials for effective feedback to the City.

5. **Instructor-Led Training.** The selected Proposer shall provide thorough training for the designated number of people in the following areas. Proposer shall specify the duration for each of these training sessions:

End-User Training (Up to 100 staff). End-user training will be focused on functional positions and workflow processes specific to lines of insurance/business areas. All personnel in a specific functional position will be trained on the system's use to meet their needs. To ensure that end users are qualified to use the proposed solution, the Proposer shall develop training classes during which an instructor shall use software and training guides to teach end-to-end system functionality.

Functional System Administrator Training Individuals responsible for system administration such as configuration, security and audit management, system troubleshooting, integration/interface creation, and client-defined/maintained functionality.

- a. **Other Training Considerations.** Training shall be conducted in-person or via interactive, live web-based before the User Acceptance Test (UAT) phase and in a test environment using City data, configuration settings, terminology, business processes, and scenarios. This training shall be provided on a just-in-time basis to minimize knowledge loss from the training date until go live. If the scheduled go-live date is delayed for more than three (3) months due to the Bidder's actions or faults, any repeat training sessions as determined by the City must be performed at no cost to the City. The training plan must

also consider alternate and hybrid work schedule personnels that must be trained on the RMIS system. Supplemental training and help tools shall include:

- i. On-line and mobile content
- ii. Video instruction
- iii. Interactive classes

6. Training Evaluation and Materials.

- a. The Proposer shall provide a detailed outline of each training session's objectives and content at least two (2) weeks before the training session for the City to review, comment, and finalize.
- b. The Proposer shall provide 24/7 online learning tools, training materials and video library. Additionally, proposer shall provide user manual supplement with each system upgrade.

7. Software Support and Warranty. The City is exclusively interested in implementing a SaaS solution. Maintenance and support shall be included in the contract between the selected Proposer and the City. Maintenance support will not commence until the application has been placed in production and accepted by the City in writing. Maintenance support must provide ongoing system support and maintenance, including upgrades, bug fixes, and patches, as well as other technical support necessary for City staff to operate the solution, including help desk support on general system use, configuration settings, reporting, etc.

The Proposer shall warranty the entire solution/system for the duration of the contract terms from the date the City fully accepts it.

8. "On-Shore" Provisions. The Proposer shall not utilize resources or facilities located outside the (50) fifty states comprising the United States or any of the territories or possessions of the United States to perform the services identified as part of this solution without prior written consent of the City. Except where the Proposer obtains the City's prior written approval, the Proposer shall perform all the services only from or at locations within the geographic boundaries of the United States. Any City approval for the performance of services outside of the geographic boundaries of the United States shall be limited to the specific instance and scope of such written approval, including the types of services and locations involved.

- 9. Software Maintenance.** The Proposer's software maintenance and support plan shall include the following components:
- a. Procedures to resolve critical system problems.
 - b. Regular Business Hours Support: 6:00 a.m. -- 7:00 p.m. Mon - Fri (Pacific Time) support, excluding City-observed holidays.
 - c. Non-Standard Business Hours Support: Requirement for call center support during non-standard business hours and holidays.
 - d. Estimated Service Level Agreements (SLA) s to repair standard system problems.
 - e. Frequency of software updates and new software releases (i.e., patches and major revision levels) for the solution.
 - f. Policy regarding future enhancements and upgrades.
 - g. Availability of tiered support options to handle potential escalations.
 - h. A description of extended agreements, if they are available.
 - i. Hourly cost per on-site technician that may be required.
 - j. The anticipated life cycle of the software being proposed.

k. Description of system availability during periods of scheduled maintenance.

The Proposer shall indicate the information technology staff required to support the system.

The maintenance support will not commence until the application has been placed in production and accepted by the City in writing. The maintenance support must provide ongoing system support and maintenance, including upgrades, bug fixes and patches, and other technical support necessary for City staff to operate the solution. The successful Proposer must provide information on the frequency of software updates and new software releases (i.e. bug fixes and major revision levels) for the system and the anticipated life cycle of the proposed software.

K. SOFTWARE/SYSTEM DOCUMENTATION

The selected Proposer will provide detailed system and user documentation to City staff responsible for the operation and support of the system. The selected Proposer shall provide the City with digital, searchable technical and user manuals. The selected Proposer will also provide the City with complete digital, searchable system implementation documentation concerning installation, configuration, testing, interfaces, and data conversion. The selected Proposer shall also provide PDF copies of all relevant documentation and unlimited downloads of updated copies of the information.

The selected Proposer shall provide system documents that describe all software in sufficient technical and functional detail no later than the go-live date so City personnel can use this information to maintain the system and resolve identified problems.

L. STANDARDS FOR CITY ACCEPTANCE OF DELIVERABLES

The system will be expected to meet industry performance standards that will be agreed to by both parties. The Proposer shall provide documentation of their standard SLA as part of their response.

If the selected Proposer does not meet the contractual performance requirements, the selected Proposer will pay the City of San Diego damages. The liquidated damages for failing to adhere to the defined SLA may be defined during contract negotiations.

The following standards will be utilized to govern the acceptance of deliverables:

1. The Proposer shall define all deliverables and scheduled completion dates.
2. All deliverables shall be subject to City review and approval before acceptance and payment.
3. The City is responsible for reviewing and approving each deliverable within an agreed-upon turnaround time of the project plan. If the City requires revisions, the Proposer will receive written notification of the changes and have eight (8) business days to implement them.
4. Proposer shall not change a deliverable that has been accepted by the City without written approval of the City.
5. Each deliverable shall conform to the solicitation, the Proposer's proposal, and/or any subsequent agreements.
6. A process for identifying and correcting errors shall be included in the response.
7. No payments will be made for deliverables not fully accepted by the City.
8. The City and the Proposer will develop a formal deliverable sign-off approach to govern the payment schedule.
9. Incident Management. Provider provides Incident Management support for all application services covered by this Agreement. The City will direct issues encountered with the services

provided in this Agreement to an Incident Management or Customer Support contact as identified by the Provider. Incidents will be assigned a priority level by the City based on the following criteria, and the Provider shall use all commercially reasonable efforts to meet or exceed the following Service Level standards:

Level	Description
Priority Level 1 (P1)	Mission-critical City business process(s) unable to function - the Risk Management Information System (RMIS) solution is not functioning, and no workaround is acceptable to the City, thereby preventing a department or workgroup from performing a mission-critical business function(s).
Priority Level 2 (P2)	Significant impact on Mission-Critical City business process(s)—a major problem impedes the ability to perform mission-critical business function(s) due to major functionality not working. A temporary workaround that is acceptable to the City is available.
Priority Level 3 (P3)	Not able to accomplish all functions - minor function(s) not working, causing non-critical work to back up.
Priority Level 4 (P4)	Inconvenience—the Risk Management Information System (RMIS) solution is causing a minor disruption in performing tasks but does not stop workflow. It can accomplish all functions but not as efficiently as normal. It may include cosmetic issues, especially in constituent-facing applications.

Level	Time to Respond	Response Credit	Time to Resolve	Resolution Credit
P1	100% responded to within 4 hours	10% of prorated *monthly Service Fees	100% resolved within 24 hours	15% of prorated *monthly Service Fees
P2	100% responded to within 8 hours	5% of prorated *monthly Service Fees	100% resolved within 48 hours	10% of prorated *monthly Service Fees
P3	100% responded to within 24 hours	3% of prorated *monthly Service Fees	100% resolved within 3 Business Days	7% of prorated *monthly Service Fees
P4	100% responded to within 72 hours	2% of prorated *monthly Service Fees	100% resolved within 5 Business Days	5% of prorated *monthly Service Fees

**Monthly Service Fees defined as 1/12 of the annual maintenance/support fee*

M. FINAL SYSTEM ACCEPTANCE

There will be an acceptance test after the project is completed. These tests will confirm system operations and ensure that the system meets all the functional requirements as outlined in Exhibit F –Functional Requirements to this solicitation and any subsequent agreements. Depending on the type of functionality being tested, the test will run for up to 30 days after the Proposer has determined that the system is operational. A second 30-day period is reserved for fixing discrepancies.

System performance shall match the sample speeds as shown by vendor demonstrations. Discrepancies that are fixed will be retested. The acceptance test must be completed within 60 days from the start of the test. If by fault of the Proposer, the testing, fixing, and retesting is not completed and accepted within 60 days, the system may be deemed unacceptable, and the Proposer may be disqualified from the project. The Proposer will not be held responsible for delays caused by the City. In either case, such delay must be documented and agreed to by both parties.

N. DATA SECURITY

Contractor Certification. The contractor certifies that it will always implement and comply with the most current City of San Diego Data Security Standards. The contractor will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the City's Data Security Standards.

Notification Requirements. The contractor shall immediately notify the City's Chief Information Security Officer of any breach of the City's Data Security Standards. All notifications and required compliance documents regarding Data Security Standards shall be sent to:

Chief Information Security Officer
1010 2nd Avenue, Suite 500
San Diego, CA 92101
Cybersecurity@sandiego.gov
619-533-4840

Indemnity. The Contractor shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or the Contractor's failure to maintain compliance with the City of San Diego data security standards.

O. DEPARTMENT REPRESENTATIVE

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

P. ADDITIONAL INSURANCE

1. **Cyber Liability Insurance.** The contractor shall provide a copy of all System User software license agreements they will request the City to execute. In addition to the requirements of the City of San Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, the Contractor shall provide, at its sole cost and expense, evidence of Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of

\$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Contractor is engaged with Insured for such length of time as necessary to cover any and all claims.

2. Professional Liability. The contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the Contractor must ensure that the policy retroactive date is before the date of the contract is awarded and that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Contract.

Q. DEFINITIONS FOR PROPOSAL PURPOSES.

Please note the following definitions of terms used herein:

1. **Cloud-Hosted.** A web hosting infrastructure provided by an outside vendor that consists of a network of external physical servers.
2. **Concurrent User.** Actual simultaneous use of the RMIS Solution by a System User, application or system component.
3. **Effective Date.** The date that the Contract is signed by the last party and approved by the City Attorney, in accordance with Charter section 40. A Contract term cannot exceed five (5) years unless approved by the City Council by Ordinance.
4. **Low Network Latency.** Less than 100ms for a packet of data to get from the proposed Cloud Host to System Users located in San Diego.
5. **Named User.** A specific person is licensed for the exclusive use of the RMIS Solution.
6. **On-Premise.** A server infrastructure provided by the City of San Diego in which the RMIS Solution may be installed and hosted.
7. **Public User.** A member of the public interacts with the RMIS Solution for a single document or process.
8. **Scheduled Maintenance.** Necessary maintenance that was planned or scheduled outside of normal business hours and did not impact scheduled batch windows.
9. **Service Level.** The minimum acceptable level of service or performance for a particular task, activity, or Service performed by the Proposer.
10. **System User.** A City user that interacts directly with the RMIS Solution.
11. **Subscription Fee.** The annual subscription fee is specified in the price proposal for this RFP.
12. **Transaction.** An electronic document of up to 50MB in size and up to 999 pages in totality that may be accessed or uploaded to the City's document management solution (OpenText) and may not be subject to an expiration except through the natural expiry or termination of an existing Master Services Agreement for the Work Management Solution.

13. **Unscheduled Maintenance.** All maintenance activity in a calendar month that the City did not approve in advance or that occurs outside of Scheduled Downtime and for which the Proposer has made commercially reasonable efforts to notify the City of the anticipated maintenance activity.

14. **Uptime Availability.** The percentage of time a given Service or System is fully operational and available when its resources are called upon randomly. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or System is deemed to be equal to or better than the prescribed Service Level.

R. ACRONYMS

ADA Americans with Disabilities Act

API Application Program Interface

CSA Cloud Security Alliance

ERP Enterprise Resource Platform

LDAP Lightweight Directory Access Protocol Network Operating System

OS Operating System

PCI DSS Payment Card Industry Data Security Standards

RDMS Relational Database Management Systems

REST Representational State Transfer

RFP Request for Proposal

SAML Security Assertion Markup Language

SCCM Service Center Configuration Manager

SSO Single Sign-on

UETA Uniform Electronic Transactions Act

WCAG Web Content Accessibility Guidelines

S. PRICE SCHEDULE

1. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested in Exhibit D. Price Proposal may result in proposal being declared nonresponsive and rejected.

Exhibits D, E, F, and G are Excel files posted in PlanetBids and must be completed in their entirety.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

SAN DIEGO

Risk Management Information System (RMIS) Solution

Klear.ai proposes a comprehensive, intuitive platform for City of San Diego's RMIS requirements promising enhanced efficiency, integration, and advanced data analytics for process improvement

Leslie Sargent | VP, Solutions Consulting
(339) 224-8872 | Leslie.Sargent@klearai.com

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Cover Letter

Klear.ai is pleased to present the City of San Diego with a detailed proposal for our Klear.ai solution. Throughout our response, our team has established how Klear.ai is prepared to meet and exceed your requirements and expectations for a turn-key solution to greatly increase efficiencies by automating and modernizing your current processes, as well as seamlessly integrate with your internal and external technology applications as needed. As part of this process, we have also identified and have shown many opportunities for maximizing our advanced capabilities.

Our fully integrated platform is designed to be intuitive and highly configurable with dashboards, data analytics, business rules, and workflow automation functionality that can be tailored to your specific requirements. Our modern and secure cloud infrastructure ensures the safety and consistency of your data, providing your team and partner organizations real-time access whenever and wherever needed.

In summary, Klear.ai offers a fully integrated solution, which:

- Allows the City to leverage leading-edge technology to drive growth, process improvement, and efficiency, in support of future opportunities.
- Stands alone in the market as a unified platform for the City's transformation initiative, simplifying triage and automating claim management in one solution, while also increasing accountability across City agencies through adoption of formal safety and loss prevention capabilities.
- Is easy to use with minimal effort to complete day-to-day tasks.
- Seamlessly integrates with your current and future digital ecosystem.
- Enables flexibility and meaningful data analytics, allowing for enhanced management insights and decision making.
- Is fully supported by a dedicated solution provider, consistently investing in new tools and technology, and hyper-focused on the customer relationship and customer experience.

Our team is grateful for the opportunity to participate in the City's selection process. We are confident our solution, processes, and focus on our customers' experience and relationship align with your organizational approach, goals, and objectives, both in the near and long term. We look forward to taking this journey with you and becoming your partner in the Klear.ai solution implementation.

Sincerely,

Leslie A. Sargent
VP, Sales
Phone: 339-224-8872
Email: Leslie.Sargent@Klearai.com



Executive Summary - About Klear.ai

Klear.ai provides Native AI-driven analytics, risk, claims, policy management, and audit solutions for Carriers, Brokers, TPAs, Risk Pools, Governmental Organizations, and Self-Insureds. **Klear.ai's Native AI is built into our platform's core, powering modules without third-party plugins or external tools.**

Recognized with both the "2025 AI Breakthrough Awards - Overall AI-based Analytics Company of the Year" and the "Most Innovative Claims & Risk Management Software Firm 2024 - USA" awards, Klear.ai offers secure, cloud-based software for Property & Casualty Insurance, including Workers' Compensation. With more than 15 years of expertise, Klear.ai enhances decision-making, reduces fraud, and improves efficiency. Its suite includes RMIS, claims administration, policy management, safety management, and award-winning auditing. With predictive analytics at its core, the Klear.ai platform positions organizations for sustained growth and future-forward flexibility.



2008

Been Operating Since

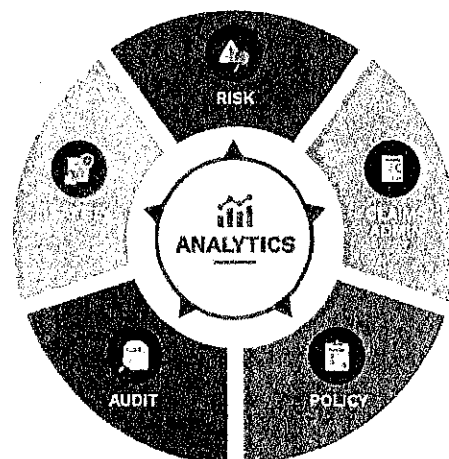
As a company with deep industry expertise, Klear.ai has been in business since 2008. Over the past 15+ years, we have specialized in data management for insurance-based organizations, including data conversions, migrations from legacy solutions, and creating data warehouses. Our unique perspective identified a significant gap in the Insurance software market. This gap was the absence of advanced tools that could revolutionize everyday transactional processing and substantially reduce operational expenses. Inspired by this insight, we developed the Klear.ai platform, which is enhanced by proprietary Klear.ai Intelligence. The Klear.ai solution is the first of its kind, smart technology, created to address the gaps we identified in the market and providing the most comprehensive solution on the market today in the risk, safety, claims, policy, audit, and advanced analytics space. Our cloud-based solution, hosted on Microsoft Azure, is now at the forefront of technological advancements in the Property and Casualty Insurance world.



200+

Employees

Our mission is to deliver effective and tailored solutions to our clients, focusing on reducing claims costs, streamlining workflows through automation, and addressing the pain points faced by insurance organizations. Headquartered in Cypress, California, Klear.ai is led by Founder and CEO, Brijesh Kumar, and employs 200+ professionals. The company takes pride in its completion of implementation projects on-time and within budget, maintaining a 100% client retention rate, being recognized as one of the best employers in this space with very low employee attrition, and consistently growing our family of new and existing clients on an annual basis.



Klear.ai Case Studies

Case Study 1: County of Los Angeles Risk Management Analytics

Profile

Among the largest self-insured workers' compensation programs in California, administering approximately 32,000 open claims, over 500,000 payments, and around 1.5 million transaction codes each year.

Partnership with Klear.ai began in 2018 and has been renewed through successive multi-year extensions.

Business Processes Enabled

- AI-driven fraud, waste, and abuse detection using anomaly detection, predictive modeling, and social network analytics.
- Automated audit management, continuously monitoring adjuster activities and provider performance.
- Consolidation of disparate claims data from multiple legacy systems and third-party administrators into a unified RMIS.
- Real-time dashboards and KPI reporting for proactive decision-making.

Results

- Rapid identification and recovery of a double-billing error, yielding approximately \$7 million in savings within the first six months.
- Streamlined audit workflows, enabling near-real-time adjuster performance monitoring and targeted coaching.
- Accelerated claims processing, reducing manual review effort and boosting staff productivity.
- Transition to a fully paperless, audit-ready document environment.

Case Study 2: Cobb County School District

Profile

Cobb County School District (CCSD) is one of Georgia's largest K-12 systems, handling over 4,000 claims annually across Workers' Compensation, Property, Auto, and Student/Visitor incidents annually. The District required a modern, scalable claims management solution to replace aging systems and improve claims visibility, compliance, and efficiency.

The District selected Klear.ai to implement a centralized, cloud-based risk and claims management platform that could support its evolving operational and reporting requirements..

Business Processes Enabled

- Integrated Claims Administration supporting Workers' Comp, Auto, Property, and Injury claims in a single system with real-time updates.
- Automated incident intake via a guided online portal, reducing intake errors and improving claimant experience.
- Comprehensive financial tracking, including reserve worksheets, payments, subrogation, liens, and legal tracking.
- Dynamic dashboards and Power BI reporting for live operational insights across claims performance and workload.
- Configurable rules engine for automated task creation, alerts, and email/text notifications on missing or time-sensitive information.
- Role-based permissions and audit trails supporting secure access to claims data, ensuring integrity and compliance.
- Seamless document management with unlimited attachments, indexed retrieval, and district-specific retention policies.
- Interoperability with third-party systems including CMS, ISO, PBM vendors, Office365, and CCSD's Tyler ERP system.
- Migration and consolidation of 14+ years of historical claims data from legacy platforms into a unified, searchable RMIS.

Results

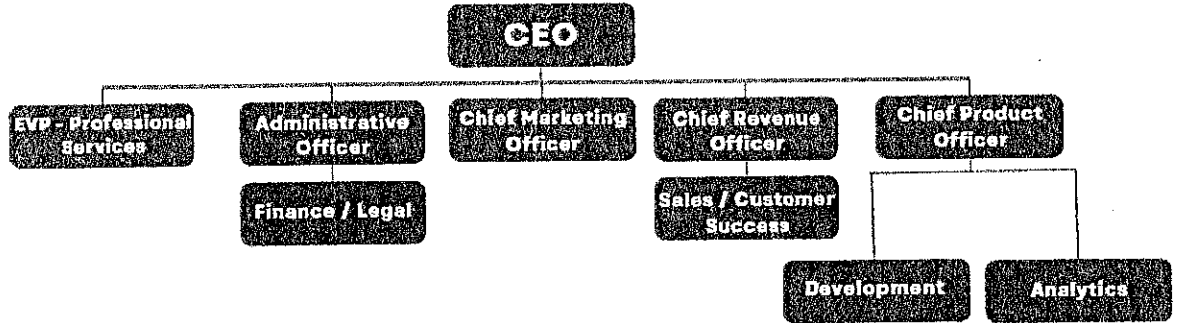
- Modernized claims operations for staff, consolidating disparate workflows and claims lines into one intuitive platform.
- Improved claims oversight and transparency via centralized access and user-friendly dashboards.
- Faster claim intake and resolution through automation and built-in validation at every step of the workflow.
- A move towards "paperless" claims environment with all documentation, tasks, and communications stored, searchable, and audit-ready.
- Enhanced compliance readiness with secure data practices, FERPA/HIPAA alignment, and automated reporting tools.

Summary

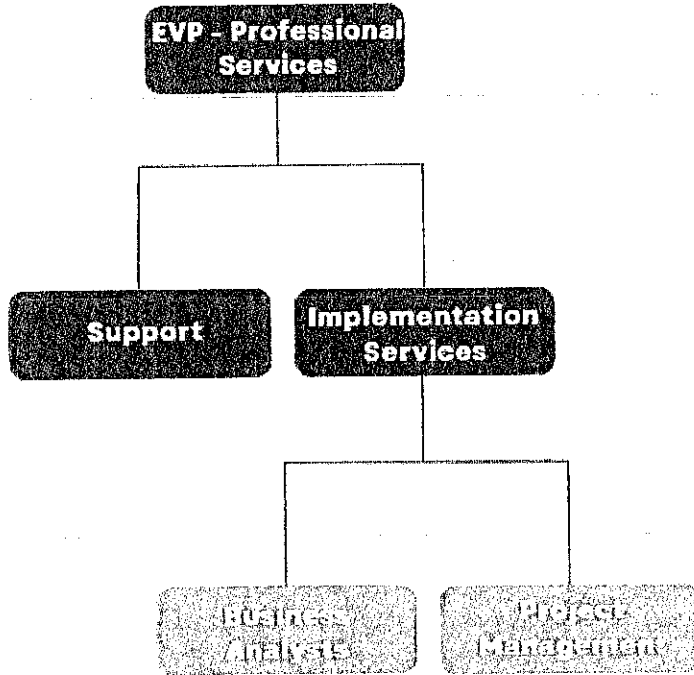
These case studies demonstrate Klear.ai's ability to deliver scalable, sector-tailored RMIS platforms that streamline operations, strengthen governance, and surface actionable insights for both large public entities and school districts alike.

Team Qualifications and Experience

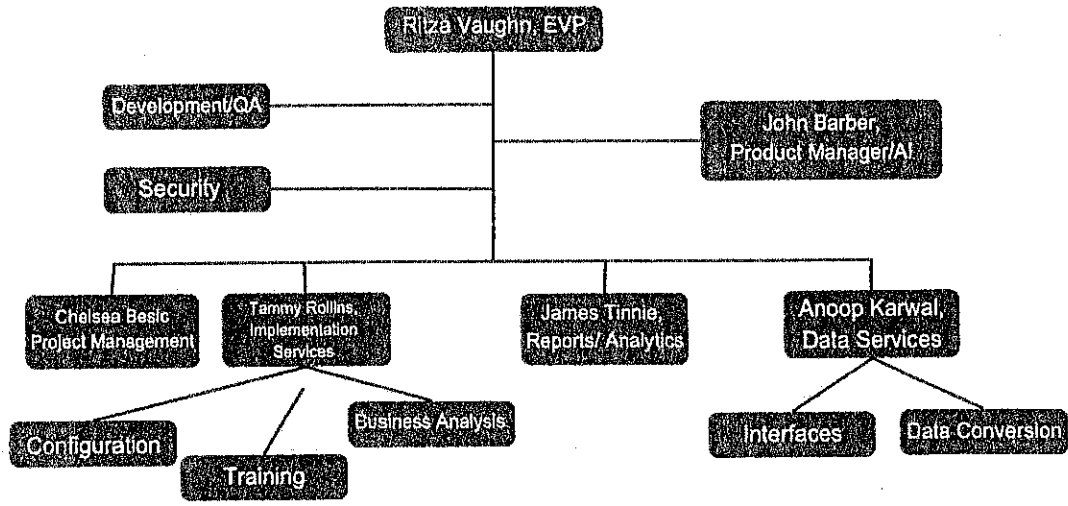
Org Chart:



Klear.ai Company Organization Chart



Klear.ai EVP - Professional Services Chart



Klear.ai Implementation Team – Principals and Employees

Ritza Vaughn, EVP – Professional Services

Core Expertise

Ritza Vaughn excels in strategic planning and product management within software development, with a strong track record in claims and insurance lifecycle management. She is an expert in project management, data services, and ensuring customer success, while also being skilled in risk, account, and vendor management. Her proficiency extends to the development and implementation of IT solutions, leading international teams, and a deep understanding of software engineering principles. Vaughn's adeptness in business analysis and client-focused solutioning, coupled with her commitment to stakeholder engagement and relationship building, has led to the successful delivery of numerous enterprise-level IT projects on time and to a high standard.

Overview

Ritza Vaughn is an Executive Vice President with extensive experience in leading diverse teams and delivering technology solutions that align with market needs and client satisfaction. With a career spanning over two decades, Vaughn has demonstrated a strong ability to oversee strategic product management, particularly in the realms of claims and insurance. Vaughn's leadership in project management and business analysis has proven instrumental in driving company profitability and operational optimization. As an adept problem-solver with a client-centric approach, Vaughn has successfully managed large-scale implementations and fostered robust client relationships, consistently ensuring that technology integrates seamlessly with business objectives. Vaughn's strategic foresight and hands-on experience in various aspects of software development and management underscore a career dedicated to excellence in the IT sector. During this project, Vaughn will be overseeing the project at a high level and supervising the communication between the Implementation Team and the Technical Team to ensure a smooth implementation for the State of Wyoming. Vaughn will be overlooking both the Implementation team as well as the Support team which will help the state even after Go-Live.

Chelsea Basic, Project Manager

Core Expertise

Chelsea Basic is a seasoned project manager with a solid foundation in project planning, client engagement, and process optimization. Her expertise spans a range of project management functions, including timeline management, issue tracking, and fostering strong, trust-based client relationships through open

communication. Skilled in both Agile and Scrum methodologies, Chelsea has effectively led Scrum ceremonies, managed backlogs within Azure DevOps, and implemented standardized procedures to drive consistency and efficiency across projects. She also excels in stakeholder communication, providing executive-level updates on project risks and progress to ensure that project goals are consistently aligned with client objectives. Her focus on data integrity and compliance, especially in regulated sectors like Medicaid Management, highlights her attention to accuracy and her commitment to maintaining quality standards throughout the project lifecycle.

Overview

Chelsea Besic is a dedicated Project Manager with a proven record of delivering client-focused solutions across high-stakes projects within healthcare and government sectors. Known for her structured approach and attention to detail, Chelsea expertly oversees projects from initiation through to post-implementation, ensuring that all deliverables are aligned with both technical and business requirements. Her client-centric mindset and meticulous approach to project management have enabled her to build strong client relationships, which are key to her success in achieving on-time project completion. Currently at Klear.ai, Chelsea drives project consistency and reliability by enforcing project management best practices, coordinating cross-functional teams, and facilitating transparent communication. Her strategic insight and practical expertise in process standardization ensure that each project achieves a high standard of client satisfaction and operational success.

John B. Barber, AIC – Product Manager/ Solutioning Consultant

Core Expertise

John Barber is a versatile and results-driven professional with a proven track record in claims management, product development, and project delivery within the insurance and risk management sectors. He excels in leading complex data conversions, integrations, and implementation projects, with a deep understanding of claims administration systems. Barber's expertise spans overseeing application development for native AI-powered claims and RMIS systems, managing large-scale client accounts, and navigating intricate project requirements with a strategic approach. His proficiency in claims adjudication, combined with his ability to lead cross-functional teams and foster a culture of collaboration, positions him as a highly effective leader in the insurance and risk management landscape.

Overview

John Barber brings over two decades of experience in the insurance and risk management industry, with a particular focus on product management, project

delivery, and claims administration. Currently serving as a Product Manager at Klear.ai, Barber leads the design and development of cutting-edge claims and RMIS applications that leverage native AI technology to streamline the adjudication process. Previously, as Project Delivery Lead at Ventiv Technology, he managed over 30 projects involving data conversions, integrations, and system upgrades for a diverse range of clients, including large, self-insured entities and major carriers. Barber's career is marked by his ability to execute complex projects and drive client satisfaction through effective account management and strategic oversight. His leadership skills were honed during his tenure at US Administrator Claims, where he managed claims operations across multiple jurisdictions and led the implementation of new systems and processes that enhanced operational efficiency. Barber's entrepreneurial spirit is evident from his founding of Records Acquisition Services Inc., where he revolutionized records procurement in litigation. His strategic vision, combined with hands-on expertise in claims management and software development, underscores his commitment to delivering innovative solutions that meet the evolving needs of the insurance industry.

Tammy Rollins – Director of Implementation Services

Core Expertise

Tammy Rollins is a seasoned professional with extensive experience in leading professional services, managing technical teams, and delivering complex software solutions within the risk management and insurance sectors. She possesses a deep technical background combined with strong business analysis skills, making her a proficient leader in software release management, stakeholder engagement, and project delivery. Rollins excels in aligning project objectives with organizational goals, managing client relationships, and mentoring high-performing teams. Her expertise spans directing professional consulting activities, implementing best practices, and driving quality across diverse software development lifecycles. Rollins' ability to investigate, analyze, and solve intricate business problems, along with her skills in communication and relationship building, ensures successful project outcomes and high client satisfaction.

Overview

Tammy Rollins brings over two decades of expertise in the IT and professional services industries, specializing in software development, project management, and business analysis. As the Director of Professional Services at Klear.ai, she oversees consulting activities within the Risk Management product line, acting as the escalation point for complex project issues and ensuring alignment with best practices and client expectations. Prior to this role, she served as a Client Delivery Manager at Ventiv, where she managed

teams through the implementation of new clients, provided account maintenance, and developed customized solutions tailored to business needs. Rollins' career is distinguished by her leadership in managing large-scale projects, guiding teams through intricate software implementations, and mentoring professionals in technical and business roles. She has a track record of successfully delivering software solutions in high-stakes environments, having held pivotal roles as a software developer, project manager, and business analyst. Her hands-on experience spans industries from life sciences to risk management, where she led the development of cutting-edge technologies and innovative process improvements. Rollins' strategic vision, technical acumen, and commitment to operational excellence drive her success in fostering client relationships and delivering impactful technology solutions that meet evolving industry demands.

James Tinnie – Analytics and Reports Manager

Core Expertise

James Tinnie is a highly skilled Project Manager with extensive expertise in implementing risk management and information systems. He is proficient in leading complex IT projects from inception to completion, specializing in data system integrations, business analysis, and solutions architecture. With a strong background in project management and a commitment to client satisfaction, Tinnie excels in managing stakeholder relationships, ensuring the successful delivery of tailored technology solutions. His expertise spans across database management, system administration, and the development of data management systems, making him adept at addressing technical challenges and delivering high-quality outcomes. Tinnie's ability to merge technical knowledge with strategic project oversight enables him to drive efficiency, manage risks, and consistently exceed client expectations.

Overview

James Tinnie brings over two decades of diverse experience in IT project management, business systems analysis, and technical consulting. Currently serving as a Project Manager at Klear.ai, Tinnie leads the implementation of risk management solutions, utilizing his technical acumen to guide data system integrations and conversions within the Klear.ai ecosystem. Prior to this role, he served as a Project Manager at Ventiv Technology, where he provided platform consulting and managed projects that helped clients maximize their investment in Ventiv's solutions across various product lines.

Tinnie's career is marked by his ability to navigate complex technical environments, having previously owned and operated his consulting firm, JAEMZZ, LLC, where he developed data management solutions and improved client data systems. His experience as a Systems Administrator at the California Insurance Guarantee Association further honed his skills in safeguarding data integrity and managing

digital asset upgrades. Certified as a Project Management Professional (PMP), Tinnie is recognized for his strategic vision, problem-solving capabilities, and commitment to delivering innovative solutions that align with business objectives. His extensive background and technical expertise make him a valuable leader in driving successful project outcomes in the risk management and IT sectors.

Anoop Singh Karwal – Data Services Manager

Core Expertise

Anoop Singh Karwal is a highly skilled Data Services Manager with over 14 years of experience in software development, specializing in Oracle, PL/SQL, SQL, and Java technologies. He has a deep understanding of the complete Software Development Life Cycle (SDLC) and has a proven track record of delivering complex projects on time and within scope. Karwal excels in data warehousing, performance tuning, and advanced reporting, leveraging his extensive experience in database design and development to create efficient and reliable data systems. His expertise also includes leading small development teams, solving complex technical challenges, and staying current with emerging technologies. Known for his excellent communication skills and analytical approach, Karwal is proficient in translating technical requirements into business solutions that drive organizational success.

Overview

Anoop Singh Karwal brings over 14 years of comprehensive experience in data services and software development, with a specialized focus on managing and optimizing data systems. As a Data Services Manager, Karwal leads the design, development, and implementation of data solutions that support key business functions. His career is marked by a strong ability to oversee large-scale data integration projects, optimize database performance, and ensure data accuracy and consistency across systems.

Karwal has been instrumental in managing data services for various industries, including insurance and healthcare, where he has successfully implemented data warehousing and reporting solutions that enhance business intelligence and operational efficiency. His leadership in data services is characterized by a hands-on approach, strategic project management, and a commitment to delivering high-quality results that align with organizational goals. Karwal's deep technical expertise, coupled with his ability to manage teams and complex projects, makes him a key asset in any data-driven organization.

Resume

RITZA VAUGHN

CAREER SUMMARY

Results driven professional with a proven track record of achieving significant accomplishments in the management of technology and client-focused teams. Possesses substantial expertise in navigating high visibility change situation and excelling in diverse software management functions encompassing:

- Staff Management
- Budgeting & Cost Reduction
- Equipment Acquisition
- Vendor Relationships
- Strategic Planning
- Property & Casualty
- Consulting
- Project Management
- Process Improvement
- SaaS
- Requirement Specifications
- Product Management
- Claims Management
- SDLC
- Software Development
- Risk Management
- Account Management
- Business Analysis
- Vendor Management
- Technical Support
- Training

This experience showcases my leadership in building and directing high-performance teams, driving solution-driven approaches, and fostering client satisfaction through strategic alignment and profitability focus.

EDUCATION- B.Sc., Computer Science, Royal Institute of Technology, Melbourne Australia

EMPLOYMENT HISTORY

Klear.ai, Cypress, California

1/2024 to Present

Executive Vice President

Responsible for directing all facets of software development, implementation, and post-implementation support with a focus on leadership, strategic planning, and operational excellence. Cultivated robust connections with customers, ensuring their input aligned with market needs.

Ventiv Technology (sold by Aon), San Ramon, California

9/2014 to 1/2023

Global Head of Professional Services

Built and lead an international team spanning United States, Europe, Australia, and India, overseeing a diverse group of professionals in project management, platform and product consultancy, data services, training, customer success, and customer support. Orchestrated the delivery of comprehensive risk, claims and insurance solutions. Ability to deliver to customer business strategies, while ensuring company profitability and performance optimization.

Established and lead a dynamic international team across the United States, Europe, Australia, and India, guiding professionals in project management, business analysis / solutioning, data services, training, customer success and customer support.

Successfully orchestrated the delivery of end-to-end risk, claims and insurance solutions, demonstrating a keen ability to align offerings with customer business strategies. Proven track record of ensuring company profitability and optimizing performance by strategically integrating IT solutions, managing complex client relationships, and aligning technology investments with overarching business objectives.

Hands on project management of the RMIS and Claims replacement systems at the County of Los Angeles, one of the largest public entity projects of its kind. It was delivered two years early.

- Ventiv Technology (sold by Aon), San Ramon, California** 1/2011 to 8/2024
- Senior Director – Global Product Management for Claims and Insurance**
- Responsible for the strategic direction of the claims product. This included product planning and execution of the claims products throughout the product lifecycle, ensuring the claims product supported Ventiv's overall strategy and goals as well as the evolving needs of clients. Specific tasks include working with development and architecture teams to define product strategy, product roadmap and annual product plan. Managed strategic vendor partnerships.
- AON (acquired Valley Oak Systems), San Ramon, California** 1/2008 to 12/2010
- Vice President – Strategic Accounts**
- Worked closely with large complex clients to maximize their use of the claims and insurance products and services as well as to deliver creative strategic solutions.
- Valley Oak Systems, San Ramon, California** 2/2000 to 12/2007
- Vice President – Client Services, Strategic Accounts & Consulting**
- Responsibilities included managing client management (custom support and account management), professional services (data conversion, and implementation services) and operations (quality assurance, IT, technical publications, and training). Managed high risk and complex clients from the implementation phase to post implementation support. Was instrumental in building out the Clients Services group and putting operational processes and procedures in place for the fast-growing Valley Oak Systems which was acquired by Aon in 2007.
- Applied Risk Management, Oakland, California** 1/1992 to 1/2000
- Vice President – Information Technology**
- Applied Risk Management was a TPA for Workers' Compensation, Liability and Medical Malpractice. I directed a staff of 30 to 40 IT professionals. The staff consisted of four main groups, Infrastructure/Network, Client Services Group (including help desk), Business Requirements/QA group, and Applications Development Group. Responsible for software development of propriety software applications pertaining to Risk management. This included development, implementation, quality assurance, release management and account management.
- Pacific Bell (Currently AT & T), San Francisco, California** 1990 to 1992
- Software Consultant**
- Produced requirement and functional specifications for the Appointment Forecasting/Assignment system, and the Workforce Management system. Tasks also designed, developed, and tested applications.
- Real World Software, Melbourne, Australia** 1987 to 1989
- Product and Operations Manager**
- Responsible for: Management of development and QA staff, Client requirement gathering, Creation of installation and system test plans, Managing client expectations, Sales presentations and business development, Software development.
- Management Information Systems, Melbourne, Australia** 1984 to 1987
- Software Developer / Project Lead**
- Management Information Systems is a software development company specializing in on-line banking systems and ATM processing. Managed a group of developers to build and enhance an on-line banking application. Designed, programmed, and tested retail banking applications and money market applications.

JOHN B. BARBER, AIC

QUALIFICATION HIGHLIGHTS	I am a highly motivated and extremely versatile professional. Throughout my career - superiors, colleagues, and direct reports have consistently praised my ability to execute and get results - while at the same time maintaining a culture of high morale, mutual respect and integrity.
EDUCATION	<p>Baylor University, Waco, TX (1998-2001) <i>Master of Arts - (Political Science)</i></p> <p>Belmont University, Nashville, TN (1994-1998) <i>Bachelor of Arts - Major: Religion, Minor: Philosophy</i></p>
PROFESSIONAL EXPERIENCE	<p>Klear.ai, Cypress, CA <i>Product Manager, March 2024 - Present</i></p> <ul style="list-style-type: none"> ▪ Oversee design and development of Klear.ai suite of applications, including Claims and RMIS systems architected to make adjudication of commercial lines claims intuitive and efficient; powered by and built around native AI technology. <p>Ventiv Technology, Atlanta, GA <i>Project Delivery Lead and Platform Consultant, May 2018 - March 2024</i></p> <ul style="list-style-type: none"> ▪ Managed data conversion and integrations from various legacy claims administration systems (RiskMaster, Tropics, Allegro, Stars, CIMS, etc.) to Ventiv's Claims Enterprise product for a variety of entities, including large self-insureds, TPAs, municipal risk pools and carriers ▪ Lead for over 30 projects including application upgrades - both hosted and self-hosted and new module and interface deployments ▪ Account management for Ventiv's largest client, a carrier whose book includes 1 billion in written premium ▪ Account management for several large self-insured clients including 3 large hospitals and a national grocery store brand <p>US Administrator Claims / Black Oak Services / Appalachian Underwriters, Oak Ridge, TN <i>Director of Insurance Services, May 2017 - May 2018</i></p> <ul style="list-style-type: none"> ▪ Lead TPA's administration of both Property & Casualty (commercial auto liability, CGL - construction defect) and Workers Compensation (14 jurisdictions) claims. <p>US Administrator Claims / Black Oak Services / Appalachian Underwriters, Oak Ridge, TN <i>Claims Examiner, Operations Manager, Feb 2014 - May 2017</i></p> <ul style="list-style-type: none"> ▪ Equip and lead a team of 17 employees - 3 med only adjusters, 8 claims admins, 2 accounting admins, 2 medical only adjusters, and 2 legal assistants ▪ Successfully led from start to implementation the following projects: <ul style="list-style-type: none"> - Transition to new Medical Bill Review (MBR) provider including automated payment imports - Transition to new Pharmacy Benefit Management (PBM) provider - Integration of Legal Bill Review (LBR) process including automated payment imports - Bulk processing of payments of large vendor billings across hundreds of claims - Design, adoption and full integration of new document management system (M-Files) ▪ Managed a heavy desk (195+) of lost time claims in TN, GA, KY, SC, AR, OK, IL and IN. <p>Records Acquisition Services, Inc. (RAS), Knoxville, TN <i>Founder and Managing Principal, August 2004 - March 2015</i></p> <ul style="list-style-type: none"> ▪ Conceived and implemented an entirely new business process to make the records procurement component of litigation more efficient and cost effective for adversarial parties and the court. ▪ Achieved annual gross revenues of >\$500k <p>Rhoades McKee / Smith Haughey / Arnett Draper, Grand Rapids, MI & Knoxville, TN <i>Medical Malpractice - Litigation Paralegal, January 2002 - August 2004</i></p>
REFERENCES	<p>Cord Farris Managing Director of Claims, Accident Fund Company of America</p> <p>Cris Damico Product Manager, Employers Holdings, Inc.</p>

Chelsea Basic

129 Old Mill Drive
Camp Hill, PA 17011

(724) 822-0272
chelseabasic@gmail.com

Career History

Klearai, Cypress, CA

Project Manager

09/2024-Present

- Facilitated client project status meetings, which reviewed the project plan, project timeline, and the project issue log
- Established and strengthened client relationships through trust and open communication
- Created Smartsheet and Team Channels for each client to enable project communication and organization
- Instituted project management processes, procedures, and documentation for consistent client delivery

Info-Matrix Corporation, Camp Hill, PA

Project Manager / Scrum Master, Pennsylvania Commission of Sentencing

09/2023-07/2024

- Established project management processes for the project, including Change Control procedures, to ensure effective management of scope changes, maintain project alignment with objectives, and minimize disruptions to project timelines and deliverables
- Created project initiation documentation, including a project management plan, document templates, and baseline project plan for a project already in progress
- Conducted Scrum meetings and updated Azure DevOps (ADO) daily and project plan to ensure timely progress tracking, clear communication of project status, and effective resolution of any impediments
- Facilitated the Steering Committee meetings, which review project status, risk, and issues with executive stakeholders
- Lead client facing presentations and conduct regular status meetings with clients and internal teams, delivering clear and concise updates on project progress
- Cultivate and maintain strong relationships with key client stakeholders, acting as their primary contact throughout the implementation process
- Drafted user story acceptance criteria and conducted requirements validation sessions with the client

KPMG LLP, Harrisburg, PA

Senior Associate - Department of Human Services

09/2022-08/2023

Pennsylvania Medicaid Management Information System (MMIS) project

09/2022-08/2023

- Identified and documented Project Management Office Standard Operating Procedures guide to define project processes and ensure project compliance
- Facilitated Change Control Board meeting to ensure project changes are documented and approved
- Facilitated the escalation and mitigation project risks and issues to ensure project success
- Utilized data visualization products to produce project runway and project reporting
- Adds and maintains various schedules into the Integrated Master Schedule for the overall project
- Performed assessment of project work orders to aligns with the engagement compliance plan
- Validated migrated data from Team Foundation Server (TFS) to Azure DevOps (ADO) Services and recommended solutions to ensure data integrity and seamless user transition

Associate - Department of Human Services

10/2017-09/2022

Pennsylvania Medicaid Management Information System (MMIS) project

11/2021-09/2022

- Lead Joint Application Design (JAD) sessions to gather requirements for various projects
- Facilitate post-implementation reviews to capture lessons learned and drive continuous improvement across implementation and client services practices and produced a report of the final findings
- Generated various client deliverables including the project scope document, business requirements document, and User Acceptance Testing Requirements Traceability Matrix
- Assisted in test case creation to keep User Acceptance Testing schedule on track

- Mentored project resources and provided coaching feedback to improve performance

- Training, Communications, and Implementation Team** 11/2020-11/2021
- Provide training and support resources to ensure clients can effectively maximize the benefits of the implemented solutions
 - Created storyboard scripts and screens to record client demonstration tutorials
 - Merged recorded video and audio files together in Camtasia to produce client demonstration tutorials
 - Developed various client training and supporting materials based on the analysis for the Detailed System
 - Reviewed and updated the client business process user guides and internal team style guide
 - Started a team standard operating procedures document to retain team knowledge and processes
 - Facilitated various client meeting ranging from one-on-one discussions to focus group and train-the trainers
 - Identified the need for a Quality Analysis document and created the initial document for the team
- Child Welfare Change Management Team** 01/2020-11/2020
- Created process flows and user stories for client review on Business Process Automation sessions
 - Documented Business Process Automation session minutes, action items, risks, issues, and assumptions
 - Reviewed and consolidated master actors list, process flow mapping, and glossary for clarity and consistency
- Testing Team** 03/2019-01/2020
- Contributed to the success of multiple client releases by reviewing and executing test cases
 - Performed functional and regression testing for client IT implementations
 - Reviewed client notices to ensure various language translations appeared as designed
 - Reported and monitored bugs, risks, and issues to the client
- Project Management Office** 10/2017-03/2019
- Streamlined and managed the client and vendor invoicing processes to improve payment turnaround time
 - Established advisory work paper structure for multiple engagements to maintain
 - Consulted on an engagement compliance plan to ensure all project obligations and deadlines were scheduled and assigned an owner
 - Advised on client deliverable review process and deliverable submissions to create a standard for all subcontracted vendors
 - Maintained client risk register based on weekly project discussions
 - Led client Error Mailbox automation effort to reduce client overtime
 - Created project planning documentation for phased implementation approach
- Senior Analyst - Department of Human Services** 03/2016-10/2017
- Project Management Office**
- Functioned as a project controller for both Department of Human Services engagements
 - Managed project financial by maintaining the project spend plan and generate client invoices within expected timeframes
 - Complied, and reviewed contract reporting for accuracy and quality
 - Maintained project runway for and description document client deliverables
 - Produced executive program reporting and retained engagement work papers
 - Trained and mentored new employee on project controller role and responsibilities
- e&e IT Consulting Services, Inc., Harrisburg, PA**
- Business Analyst - Contract for SPMG-Department of Human Services** 05/2015-03/2016
- Creates project planning documentation for phased implementation approach
 - Researches and presents website best practices to improve the client information sharing with general public
 - Develops and maintains a standard operation procedure guide for all Communication team processes
 - Conducts and analyzes change readiness assessment survey data and recommends changes to the client based on end user feedback
 - Drafts and distributes monthly newsletters, supplements, and maintenance release documentation to project stakeholders and business end users

- Establishes and maintains effective working relationships with the network of county children and youth agencies, department staff, and other consultants

Highmark Inc., Pittsburgh, PA

Senior Business Analyst - Strategic Operations Operational Readiness 09/2014-05/2015

- Identified process improvements and streamlined departmental processes to reduce operating costs
- Analyzed operational processes to determine both internal and external end user impacts
- Consulted with external clients to define requirements and implemented new business platforms
- Directed division wide training for corporate end to end processes and procedures
- Developed and presented business improvements to external business partners
- Coached and mentored employees on department processes and procedures

Business Analyst - Strategic Operations Operational Readiness 04/2013-09/2014

- Functioned as a project manager to direct project teams and deliver quality products
- Managed release activities and developed contingency plans for senior management
- Developed strategic project plans to assess impacts to business operations
- Wrote business end user communications, technical documentation, and desktop level procedures
- Designed SharePoint site content and enhanced end user experience
- Monitored, identified and analyzed customer performance metrics

Technical Business Analyst - IT Initiative Operations & Workforce Management 03/2012-04/2013

- Designed and developed the IT Training Center SharePoint site for IT senior management
- Established standards in updating and maintaining departmental reporting for senior IT management
- Gathered information from management and facilitated discussion around hiring decisions
- Documented processes and procedures for onboarding new employees
- Created communications to support a Highmark \$360M IT initiative, including an intranet website, e-newsletter, teambuilding events, and executive meetings
- Organized and hosted the Blue Cross Blue Shield Association conference for 70 IT executive leadership
- Prepared and hosted the second annual IT Leadership meeting for senior management

Communication Analyst - Legacy Modernization Department 12/2009-03/2012

- Organized and hosted the inaugural IT Leadership annual meeting for senior leadership
- Designed and published weekly corporate e-newsletter
- Wrote special interest articles and coordinated photography
- Created and developed "Healthy Tips of Living" to assist in Highmark's wellness initiative

Education

Seton Hill University, Greensburg, PA 08/2007-05/2011
 Bachelor of Arts in Communication
 Minor: Entrepreneurial Studies
 Cumulative G.P.A. - 3.74 (Major - 4.0)

Awards & Certifications

YWCA Tribute to Women of Excellence Award 03/19/2014
 Certified ScrumMaster (CSM) 08/2023-Present
 Certified Project Management Professional (PMF) 05/2018-Present
 Certified Lean Six Sigma Black Belt Professional 05/2019-Present

Professional Organizations

Technology Council of Central Pennsylvania 2023-Present
 International Institute of Business Analysis 2023-Present

Tammy Rollins

tamma13@gmail.com – Firestone, CO 80504 – 720-323-8454

profile

Delivery Lead – Team Manager – Business Analyst – Technical Background

- **Analytical, insatiable problem solver** with an unparalleled ability to investigate, research, and resolve complex business problems, incorporating knowledge of human factors, processes, procedures, technologies, and scientific disciplines.
- **Articulate, flexible communication skills**, effectively translating technical and business concepts to colleagues of all backgrounds and cultures.
- **Intellectually curious, independent learner** with proven ability to research and develop new skills as needed to complete project requirements.
- **Highly organized and productive**, planning, prioritizing, and orchestrating execution of multiple projects, resources, and events. Willing and able to travel domestically and internationally.
- **Recognized as a talented, accountable, personable team performer** who exceeds expectations in demanding, deadline-driven environments.

technical skills

Software Release Management: review and prioritize approved changes to software application

Requirement Templates: User Story, Functional Design Specification, Use Case, User Acceptance Test Scenarios

Development Methodologies: Object-Oriented Development, Rapid Application Development, Joint Application Development; basic knowledge of waterfall and iterative development methodologies

Relational Database Management Systems (RDBMS): Oracle, MS SQL Server, MS Access

Business Software/Applications: Microsoft Office (Word, Excel, Access, PowerPoint, Visio, Outlook), Salesforce, SVN, SmartSheets, JIRA, Confluence

experience

Director of Professional Services – Klear.ai 08/2022-present
Oversee and direct professional consulting activities within the Risk Management product line, ensuring alignment with organizational objectives. Serve as the escalation point for project issues. Cultivate strong relationships with senior stakeholders at key client organizations, providing thought leadership and acting as a trusted advisor to address complex project needs and industry best practices. Collaborate with Vice President, Practice Management Directors, and sales teams to establish and execute business development plans. Make final decisions on administrative and operational matters within the Risk Management PS Practice. Ensure the effective achievement of practice objectives and lead high-profile engagements involving complex issues and enforcement actions. Develop, motivate, and manage staff by setting individual performance, client, behavioral, and development goals.

Client Delivery Manager – Ventiv (formerly AON eSolutions, Valley Oak Systems) 10/2006–08/2022
Manage a team of Account Managers, Data Analysts, Configuration Analysts, and Report Analysts through the implementation of new clients to account maintenance. Ensure the product delivery meets client expectations. Build client relationships and understand their business needs to provide customized solutions, account maintenance and enhanced functionality. Mentor, motivate and encourage individual development.

As a team lead, managed a small team of Business Analysts including project assignments, annual reviews for compensation adjustment, process audits, individual motivation and career development. Run a bi-weekly forum for brainstorming called the BA Round Table. Lead initiatives regarding Quality (implemented SAS7D audits, created and maintained BA Quality Manual).

Initially employed as a Business Analyst to gather business requirements and write specifications based on specific customer functionality, claim interfaces, and workflow. Configure software system workflow and automation. Guide conversion process by migrating customer legacy data into a new insurance claim tracking system and liaising between client subject-matter-expert and technical database conversion specialist. Unit tested business specifications and guided clients through user acceptance testing. Train end users on application use and workflow.

Tammy Rollins

Page 2 – tamma13@gmail.com – 720-323-8454

experience - continued

Software Developer – Project Manager – NETREGULUS, Centennial, CO 10/2004–9/2008
 Software Developer and Project Manager for a workflow-based application provider enabling life sciences clients to manage quality systems data. Develop client-based upgrades to current Java, JavaScript, and database products.

Lead weekly conference calls, manage client expectations, prioritize and coordinate development of bug fixes and software enhancements for a client based in Ireland. Delegate assignments to the software development team.
 Direct the Installation Team in rollout of NetRegulus' new product (NetRM). Manage all facets of installation process improvement and documentation recommendations. Travel to client sites to install and troubleshoot software on their system and troubleshoot installations for clients. Initially worked in a contract-to-hire capacity via Strategic Computing.

Consultant – Content Developer – CAREER EDUCATION CORPORATION, Chicago, IL 6/2004–3/2005
 Contract Content Developer for an accredited online education company. Developed college-level course materials for bachelor's programs in computer science, including Object-oriented Programming and Requirements Gathering. Created all online content, including lesson plans, Q&A sessions, group discussion, assignments, grading scales, based on curriculum standards, objectives, and textbooks.

Software Engineer, EXPERIAN EMARKETING SERVICES, (247 Media, Exactis, InfoBeat, Mercury Mail), 5/1996–3/2004
 Designed, developed, tested, and documented ecommerce software applications designed to expand product lines encompassing personalized news and content delivery systems. Utilized RAD and JAD methodologies. Developed use cases, requirements, technical documentation, final product specifications, user manuals, and online support for software fixes. Integrated third-party software with internal Perl-based code.

Served as Project Lead for upgrade projects. Worked with multiple teams, gathered requirements, orchestrated delivery of quality assurance, installation procedures, and final functionality documentation. Directed efforts of a small multi-cultural development team. Consulted with clients and analyzed user requirements documents to develop customized software.

Interviewed, hired, and trained new developers. Created and taught classes on maintaining software via source control.

Software Engineer, OBJECTIVE INC. – Developer of airline reservations solutions, Boulder, CO 6/1995–5/1996
 Participated in all phases of the software development lifecycle, delivering travel reservations applications using proprietary language (MacroScope). Contributed to application development for a new airlines reservation system, collaborating with managers, subject matter experts and end users. Consulted extensively with end users, gathering requirements and analyzing gaps between as-is and to-be system functionality. Co-developed MacroScope tutorial for the programming and sales teams.

Product Development Engineer, LIFE LOC, INC., Wheat Ridge, CO 6/1993–5/1995
 Developed a next-generation Portable Breath Analyzer (PBA). Authored code for an 8051-microprocessor, ensuring compliance to DOT testing specifications and customer requirements. Concurrently provided technical support for customers (primarily law enforcement and transportation companies), consultants and sales representatives regarding current generation PBA. Tested and compared fuel cell response to dry gas calibration with wet gas calibration. Performed characterization of fuel cell response to temperature changes; developed software to compensate for variance. Implemented documentation system for current product and procedures for requested changes. Drafted operations manual for the new PBA.

education & professional development

REGIS UNIVERSITY, School for Professional Studies, Denver, CO, Master of Business Administration (MBA), emphasis in International Business, December 2004

UNIVERSITY OF COLORADO, Boulder, CO, Bachelor of Science, Aerospace Engineering, 1992

James Tinnie

Project Manager

Contact

Atlanta, GA
 (818) 415-2066
 james@klearai.com

Skills

IT Project Manager
 Business Data Analyst
 Business Systems Analyst
 Systems Administrator
 Database Administrator
 Database Architect
 Web Application Developer
 EDI Developer

Software

Microsoft Project
 Salesforce
 Smartsheet
 Zoho

Certifications

Project Management
 Professional, May, 2009

Multi-tasking PMP Certified Project Manager known for successfully taking projects from beginning stages to completion. Polished and professional offering proficiency in Risk Management Information Systems. Commended for consistently meeting new technical challenges and finding solutions to satisfy customer needs.

Work History

Jul 2022 - Present	Project Manager <i>Klear.ai, Cypress, CA</i> <ul style="list-style-type: none"> Providing project management for implementations of risk management solutions from the Klear.ai Ecosystem. Experienced technical lead on data system integrations and data conversions. Solutions Architect providing technical vision for solutions to business problems.
Apr 2012 - Jul 2022	Project Manager <i>Ventiv Technology, Atlanta, GA</i> <ul style="list-style-type: none"> Provided Business Analysis as a Platform Consultant and Project Management helping clients realize the value of their investment in Ventiv Technology and solutions across all product lines. Delivered outstanding service to clients to maintain and extend relationships for future business opportunities.
Apr 2007 - Apr 2012	Owner, Consultant <i>JAEMZZ, LLC, Newport Beach, CA</i> <ul style="list-style-type: none"> Provided Business Systems/Data Analysis, Systems Administration, Database Management, and IT Project Management. Created Solutions for implementing, upgrading, and improving client data systems, reporting needs, and disaster recovery planning. Developed data management systems for CMS Reporting and Claims Management Auditing.
Feb 2003 - Apr 2007	Systems Administrator <i>California Insurance Guarantee Association, Glendale, CA</i> <ul style="list-style-type: none"> Oversaw data systems, storage, and other digital asset upgrades while safeguarding data integrity and redundancy. A resource on multiple projects. Maintained communication between all stakeholders. Provided Tier III Help Desk Support.
Education	
Aug 2007 - Aug 2008	Certificate: Project Management <i>University of California, Irvine - Irvine, CA</i>
Jan 2002 - Nov 2002	Certificate: Information Technology Professional <i>Westwood College of Technology - Los Angeles, CA</i>
Sep 1990 - May 1994	Bachelor of Arts: Theatre <i>Columbus State University - Columbus, GA</i>

Anoop Singh Karwal

(310)- 654- 2032

Experience Summary

- Over 14 years of experience in Software development, using Oracle, PL/SQL, SQL Queries and Java technologies
- Experienced in complete Software Development Life Cycle (SDLC).
- Consistently delivered projects on time
- Recognized for excellent responsiveness
- Experienced in core Java, SQL & PL/SQL programming, performance tuning and data warehousing.
- Experience in extracting data for Data warehousing and Data conversion.
- Extensively used complex SQL and PL/SQL for development of Procedures, Functions, Packages, views, ad-hoc reports and Triggers.
- Experience in design and development of complex reports using reporting tools like Actuate, Crystal report and IVOS reporter.
- Experience in leading a small team of developers
- Excellent Analytical and problem-solving skills
- Ability to learn and use effectively new technologies
- Excellent communication skills

Technical Skills

Software Languages:	Core Java, SQL, PL/SQL, VB
Database:	Oracle 9x/10x/11x, MS SQL Server 2005, PostgreSQL
Tools:	SQL Developer, Toad, Eclipse, Ant, Pentaho COE, Pentaho BI Tool, Actuate
Technologies:	Database design and development, Business Intelligence & Data Warehouse
Operating System:	Windows vista/XP / NT / 98
Scripting Language:	VBScript, XML
Server:	Tomcat 5.0
Domain:	In-Depth knowledge of Insurance domain in the space of P&C Insurance Claims and Enrollment for health insurance & HIPAA Compliance. Good understanding of EDI (Electronic Data Interchange).

Klear.ai Project Experience**1. Data Integration and Database Optimization Projects****Aug 2013 - Present**

- Client** : Software & Data Management Support / DTPA
- Synopsis** : These projects were designed and developed to store data received from Klear.ai Clients and DTPA's (Outside Third-Party Administrators) into production database involving complex business logic. The project was developed using PL/SQL & Java programming by reading the input data (CSV) and store that data in Oracle. Package consists of stored procedure & functions have been return to apply complex business logic and store data in production.
- Responsibilities** : 1.) Leading offshore development team.
2.) Developed Package, Stored Procedures using cursor and function in PL/SQL.
3.) Performance Tuning and Query optimization by evaluating the SQL execution plan.
4.) Unit testing for the developed package by validating the inserted/Updated data.

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Technical environment: Oracle 10g, SQL Developer, Java class, PL/SQL.

2. Omniscient - BI Solution

Aug 2011 - Aug 2013

Client : Pure Safety, TN

Synopsis : Omniscient is a Risk Management Software product that provides its customers integrated enterprise data for analysis and research in an easy-to-use fashion. The product has powerful analytics, easy reporting & reliable dashboards for Insurance Claims business. The project was developed using Pentaho community edition BI tool.

Responsibilities :

- 1.) Developing Dashboards using Pentaho BI and JSP.
- 2.) Creating login page and restricting graphs and reports based on user permissions.
- 3.) Creating and optimization queries for dashboard graphs and reports using different database based on client's requirements.
- 3.) Generating parameterize graph and drill down reports.
- 4.) Discussing Functionality with Business Analyst.
- 5.) Unit testing for the developed dashboards by validating the graphs and drill down reports based on different parameters.

Technical environment : Pentaho CDE, BI, Java, JSP, CSS, XML.

3. Javelina Support

June 2010 - Nov 2010

Client : Keenan & Associates, CA

Synopsis : The project was designed and developed to fulfill the customized needs of client's trading partners for 834 outbound files contain customer's eligibility information involving complex business logic. The project was developed using Visual basic programming with actuate report designer by reading the input data file and apply complex business logic based on the requirement for each trading partner & client's and then generate the output file after applying business logic. The project helps clients and their trading partner to be independent of receiving and sending 834 outbound files.

Responsibilities :

- 1.) Developing Actuate Program using visual basic.
- 2.) Creating and optimization Queries.
- 3.) Generating output files.
- 4.) Unit testing for the developed visual basic programs by validating the output file format.

Technical environment : Visual Basic, PostgreSQL, Actuate Reporter

4. Palo Alto Data Conversions

Feb 2010 - June 2010

Client : Keenan & Associates, CA

Synopsis : The project was developed to store data of the new client in a production database involving complex business logic. The project was developed using PL/SQL programming by reading the input data (Excel) and store that data in Oracle. Stored procedure has been return to apply business logic and store data in production according to existing architecture.

Responsibilities : 1.) Developed Stored Procedures using cursor, function in PL/SQL.

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- 2.) Performance Tuning and Query optimization by evaluating the SQL execution plan.
- 3.) Unit testing for the developed stored procedure by validating the output data.

Technical environment : Oracle 10g, SQL Developer

5. Prudential Extract

Sep 2009 – Jan 2010

- Client :** Keenan & Associates, CA
- Synopsis :** The project was developed to create the PDF files in client's recommended format from the data present in Excel sheets. Firstly, the data was loaded to Oracle Database by creating DSN between excel and oracle DB. The data was manipulated further by writing stored procedure and functions in Oracle and finally Views are created with the processed data. Wrapper classes were developed in java to read the data from views and create PDF file. PDF files were placed on desired locations on different remote servers using FTP / SFTP protocol. Project required some of the Oracle administrative jobs like Import/Export, Gathering Statistics, and checking Process execution.
- Responsibilities :**
- 1.) Developed Java Programs to create PDF files.
 - 2.) Writing Stored Procedures, function and views in PL/SQL
 - 3.) SQL Tuning, Performance Statistics Analysis.
 - 4.) Unit Testing
- Technical environment :** Java, Oracle 10g, PL/SQL, SQL Developer

6. IVOS Interface development

Sep 2008–April 2009

- Client :** Sedgwick CMS Ltd.
- Synopsis :** The IVOS (client application) system involves a lot of data that needs thorough analysis by client. In order to achieve this, client has requested multiple Reports in different formats (like PDF, XLS and RTF) as an enhancement to current system. The system was developed using Java and was integrated with the current IVOS application. Users can view and download these reports for future use. The Reports are created in Jasper and shown in particular order specified by client.
- Responsibility :**
- 1.) Developed the interface in Java.
 - 2.) Integrating the Jasper Reports for reports creation with current IVOS application.
 - 3.) UAT (User Acceptance Testing)
- Technical environment :** Java, Jasper Reports, Tomcat, JDBC, MSSQL Server 2005, SQL.

EDUCATION QUALIFICATION

MS - Master of Computer Applications (MCA) from Guru Jambheshwar University, India



PROJECT MANAGEMENT PLAN

Document History

Date	Version	Description	Author
9/4/24	1.0	Initial	Klear.ai

Distribution List

Name	Organization	Project Role

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Project Management Approach

Klear.ai's implementation approach is collaborative and consultative while imparting best practices seen in the industry while ensuring client business needs are best paired with everything Klear.ai can do. The team specializes in implementing and deploying new systems, following an industry standard implementation process across project management, data conversion, quality control, testing training and deployment. This results in smooth implementations, reduced risks, and greater user adoption.

Klear.ai's project methodology is based on a repeatable process and documented requirements. It is a hybrid waterfall/agile approach that takes agile fast design, analysis, and planning tenants, to control budget and drive to delivery dates.

Phases include:

- Initiating Phase
- Planning Phase
- Executing Phase
 - Solutioning,
 - Design,
 - Configuration,
 - Testing,
 - Training,
 - Deployment
- Closing Phase



Initiate

Project is kicked off ...
Resources are aligned, and the initial project plan is created. A formal handoff is conducted between sales and the project team to ensure a smooth transition from sales to implementation. The client kickoff meeting is scheduled.

Initial project plan is created ...
The client kick off meeting is conducted. Initial project plan is agreed upon. Initial data files are received, and business requirements documents are done. Working sessions and status meetings are scheduled.

Plan



Execute

Timeline is finalized ...
We will work with you to finalize assignments, tasks, and due dates. All build/config work and quality assurance testing will be completed using an iterative sprint model. Client will complete user acceptance testing. Go Live & training activities will be completed.

You are Live !
The client provides signoff on the closure communication. The project is formally closed, and the client is transitioned to customer success for ongoing support. Celebrations commence !

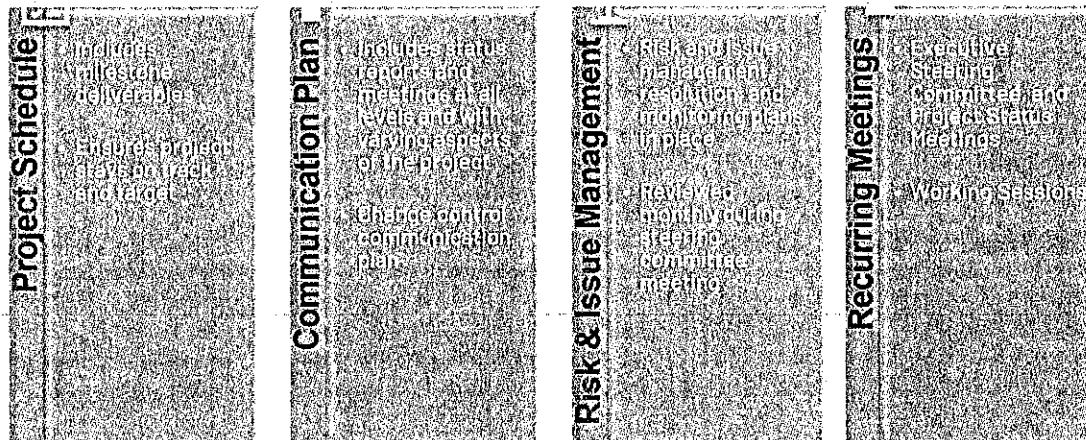
Close



Project Governance

Klear.ai follows structured project governance to ensure quality and success, including:

- Project Schedule
- Communication Plan
- Risks and Issues
- Recurring Meetings



Deliverable and Milestone Acceptance Procedure

Except for status reports, project plans/schedules, and similar materials, Deliverables and Milestones will be reviewed and accepted in accordance with the following procedure:

- One copy of each Deliverable will be submitted to your designated representative.
- Your designated representative will either accept the Deliverable(s) or provide the Klear.ai Project Manager with a written list of requested revisions. If Klear.ai receives no response within five (5) business days, then Deliverable(s) will be deemed accepted.
- Timely revisions agreed to by Klear.ai will be made and the Deliverable(s) will be resubmitted to your designated representative, at which time the Deliverable(s) will be deemed accepted.
- Implied signoff is incorporated for implementation deliverables, user acceptance and project signoff indicating that Customer must provide feedback on any issues within ten (10) business days from receipt of the signoff letter. If feedback is not received within the defined time, acceptance of the implementation deliverable and/or project is assumed.

Scope Management

Work Breakdown Structure

The City and Klear.ai will develop and maintain highly coordinated project plans. The plans will be developed and maintained in an agreed-upon format and managed by the respective Project Managers. The project managers and designated schedulers will coordinate all changes on a regular basis. Project plan(s) shall always be made available to the other party.

Deployment Plan

The deployment plan shall define the process used to move the City from implementation to ongoing service in a smooth transition. A separate deployment plan template will be used to guide the Project Managers on the critical deployment tasks and contingencies.

The deployment plan must be approved by the City and Klear.ai prior to deployment.

The Project Managers must also consider what open issues must be completed before deployment, what can be completed after deployment and for whom those remaining open issues are responsible. Signoff is also needed prior to production use and at other milestones along the project.

Change Control Management

Klear.ai and the City may determine that it is necessary to change aspects of the SOW throughout its defined duration. In such an event, any material changes including, but not limited to, alteration of scope, responsibilities, charges and/or start and end dates must be conducted via The Change Control process.

Change Management shall be used to facilitate agreement on any proposed change to the project requirements or baseline to include, but not limited to, the project timeline, scope, cost, and resources. The impetus for change may come from several areas such as organizational change, requirements change, software defects, resource shortages, etc.

The City's PM team will evaluate any proposed change control requirements prior to Klear.ai performing analysis. It is recommended that the City establish a Change Control Board (CCB) that will be the final decision authority for all proposed change requests. This project will be using the Change Request form indicated in the SOW. The CCB will meet as needed to ensure that change requests are decided quickly.

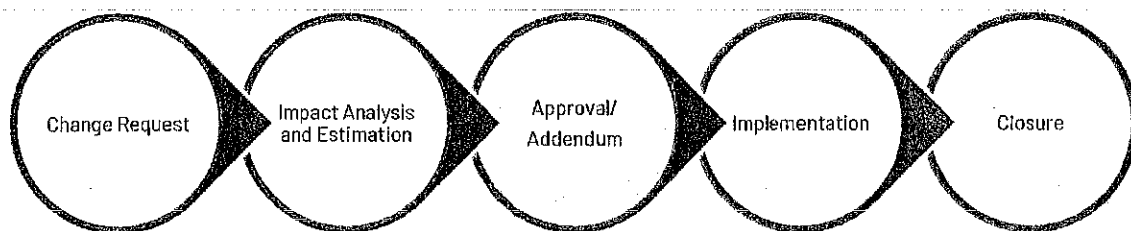
All project team members bear the responsibility for being aware of the change control process and identifying any changes.

The process includes:

- A Change Order will be the vehicle for communicating changes to this SOW and/or any future Change Requests. The Change Order must describe the change, the rationale for the change and the effect the change will have on the engagement.

- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and agree to implement, recommend it for further investigation or reject it.
- A Change Order must be accepted by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW and the Agreement.
- A Change Order that has been signed by both authorized representatives of both parties constitutes a change authorization for the purposes of this SOW and the Agreement.

Note: The Change Order may include charges on a time-and materials or fixed-fee basis using Klear.ai's standard rates in effect for any resulting additional work.



Training Plan

The training plan will be developed as part of the project work plan. It will include:

- Documents needed
- List of trainers and their areas
- Schedule
- The City resource requirements
- Success criteria

If using the "train the trainer" approach, the City will author and drive sections of the training plan. The City will approve the training plan.

Schedule / Time Management

Milestones

The major project milestones will be captured in the integrated project plan and include both the City and Klear.ai responsibilities including those in the SOW. The project managers shall ensure that each team understand fully the interdependencies between the milestones and how any delay impacts all other subsequent milestones. Critical path activities will be especially monitored.

Project Schedule

The City and Klear.ai project schedules will be kept in an agreed upon format. Klear.ai and the City agree managing time away from the project is necessary to ensure milestones are still met. Project Managers will confirm major time away in the regular company specific team meetings and assess impact and mitigate appropriately. Holidays for both parties should be managed against.

The project schedule shall be updated bi-weekly. The City and Klear.ai project managers shall coordinate any changes as appropriate. Both the City and Klear.ai historical schedules shall be stored for reference. A schedule re-baseline will occur only when a material change is approved by the CCB.

Communication Plan

It is critical that your project is closely monitored to ensure quality on time delivery. Our communication plan includes the following touchpoints.

	Deliverable	Creator	Participants	Type	Frequency	Description
Meetings	Executive Steering Committee	Project Manager	Sponsors Steering Committee Project Managers	Meeting	Monthly	Overview of high-level project status, critical risks and issues.
	Project Status Meeting	Project Manager	Project Managers Core Project Team	Meeting	Weekly / Bi-Weekly	Detailed project review including accomplishments, next steps, risk, issues and action items
	Working Session	Business Analyst	Project Managers Business Analysts SME / Solutioning Leads Stakeholders	Meeting	Weekly	Held to create, review and confirm deliverable requirements and/or specifications for deliverables on the project.
Status Reports	Executive Steering Committee Status Report	Project Managers	Sponsors Steering Committee Project Managers	Email / Document Repository	Monthly	Formal status report distributed prior to monthly Steering Committee meeting
	Status Meeting Minutes/Action Item Log	Project Managers	Project Managers Project Team Members	Document Repository	Per Meeting	Meeting minutes are distributed following status meeting
Change Management	Change Control Forms/Contract Addendums	Project Managers	Project Managers Change Mgmt. Board Contract Committee	Email / Document Repository	As Needed	Change control oversight to be defined at project inception

Quality Assurance Management

Quality assurance is the responsibility of each company. The City and Klear.ai shall make every effort to coordinate all quality assurance activities to ensure that the implementation is a success. The quality management plan will determine the process used to ensure quality in the product and process. The roles and responsibilities of each team member involved should be determined as well as the tools they will use to ensure quality. The suggested tools will be used to manage quality:

- Iterative testing and feedback throughout project lifecycle
- ITIL review prior to production cutover
- The City will develop Test Scripts that are peer reviewed.
- Proper testing milestones defined.
- Detailed testing approach and test plans.
- Mutual Agreement on acceptance criteria
- Centralized question/issue management tool
- The Klear.ai professional services teams use quality checklists to ensure quality of delivery.
- The Klear.ai review process will be used after the completion of each phase to capture peer review and to facilitate feedback with the functional manager.
- Lessons Learned sessions will be conducted with focus on recurring milestones such as
 - Trial conversions
 - Deliveries
 - Interfaces

Both parties are responsible for ensuring all deliverables are accurate, complete, and timely.

Resource Management

Continuity of staff resources for both companies is important to the overall success of this project. Both organizations shall make every reasonable effort to minimize staffing changes for the duration of the project

Manage Workload and Assignments

The joint PM team will review resource performance management at each scheduled review and make changes, as necessary.

At times the teams may need to account for team members in varied time zones, meetings may need to be scheduled during atypical hours (e.g., lunch hour). Team members are expected to be flexible to make themselves available. Every effort will be made for sufficient lead time for meetings.

Team Operating Agreement

Both the City and Klear.ai PMs will agree on a team operating agreement to facilitate the successful implementation of the Klear.ai platform. Below is an outline.

Team Communications

- The City and Klear.ai will agree what tool will be used to house the most up-to-date version of all project documents. All project team members will have access.
- The City and Klear.ai will agree what tool will house all implementation and configuration documentation for the entire project.
- Meeting agendas will be emailed to team members at least 1 business day prior. Meeting minutes will be posted within 48 hours after meetings.
- Team members will appreciate the sensitive nature of information discussed during the project and will share with care. Where applicable, documents will include a footer indication that information is confidential.
- Team members will keep each other informed.

Decision Making

Meeting minutes will document decisions made. If there are questions, contact the project manager.

Decisions need to be made in a timely way so as not to impact the project timeline.

Project Escalation Process

All project members are encouraged to engage in open, honest, and professional communication with one another, and to manage issues as they arise in a timely manner. In general, Klear.ai escalation process to the City will follow the terms and conditions of the contract.

Initial Points of Contact:	The City: SMEs Klear.ai: Business Analysts
First Level Escalation:	Issues that cannot be resolved among team members should first be referred to the City and Klear.ai leads
Second Level Escalation:	The City: Project Manager Klear.ai: Project Manager
Third Level Escalation	The City: Senior Stakeholder Klear.ai: Director of Implementation Services

Risk and Issue Management

Risk Management is the most critical success factor in managing a project. The approach to manage risks for this project relies on the project team to identify, score, and rank the various project risks. This process is ongoing and captures risks as they are identified. Project managers

will provide status updates on major or urgent risks weekly. The entire risk register is to be available for review in the monthly reviews.

Initial risk identification will be completed during the planning phase using information captured from the sales process documentation; historical project information such as lessons learned and risk registers, key stakeholders, etc. Each risk will be evaluated for the probability and impact and a mitigation plan constructed to reduce the probability and/or impact.

Throughout the project lifecycle, the risks will be updated, monitored, and controlled based on iterations necessary to remove any obstacles or take advantage of any opportunities.

Risk Register

The Risk Register will be used to document the risks, the qualitative analysis, the quantitative analysis, and the mitigation plans. The Risk Register will be posted so that all interested parties have ready access to the information.

The City and Klear.ai will develop and maintain a combined single risk register. The risk register must always be available to key individuals.

If necessary, but not encouraged, the City and/or Klear.ai may develop an additional risk register to manage internal activities. The following specifies the ranking scores for impact and probability of occurrence.

Probability of Occurrence Ranking

Score	Level	Probability
5	Very high	>80%
4	High	60% - 80%
3	Medium	40% - 60%
2	Low	20% - 40%
1	Very Low	<20%

Impact Rating

Score	Level	Impact
5	Very High	Risk with potential to greatly impact project cost, schedule, or performance
4	High	Risk with potential to significantly impact project cost, schedule, or performance
3	Medium	Risk with potential to impact project cost, schedule, or performance
2	Low	Risk with potential to slightly impact project cost, schedule, or performance
1	Very Low	Risk with little or no project cost, schedule, or performance

Issue Management

Issues are risks that are realized. Issue Management is the process of capturing issues and resolving the issues by implementing the mitigation plan with associated action items. The action items will be prioritized and assigned to a team member to resolve the issue based on the nature and severity.

The project team will appoint one team member to manage the risk and issue registers. The initial triage is conducted by the project managers in consultation with the appropriate team members. Each issue will be assigned to a project resource to determine the action items to resolve the issue.

Issue Impact Ranking

Score	Level	Impact
4	Critical	Critical impact / stops progress – resolved by steering committee
3	High	High impact / slows progress – resolved by steering committee
2	Medium	Medium impact / stops progress – resolved by project team
1	Low	Low impact / slows progress – resolved by project team

Roles and Responsibilities

Klear.ai's Key Responsibilities

Solutioning and Analysis

- Product and workflow expertise
- Lead and participate in business process flow and requirements definition activities
- Participate in data mapping
- Solution design and configuration
- Business requirements and specifications
- Testing and user acceptance testing support

Data Conversion

- Lead source data mapping and analysis
- Perform data conversion
- Assist with financial balancing and validation
- Resolve issues identified during data validation

Infrastructure/Environment

- Install, configure, and test servers and associated software
- Manage network security

Executive Oversight

- Provide guidance for project challenges
- Attend steering committee meetings
- Escalation point within Klear.ai
- Work with client to manage scope and remove obstacles

Project Management

- Co-manage project with client project manager
- Responsible for project from kick off to closure
- Develop and maintain detailed project plan

-
- Work with client to manage scope and remove obstacles
 - Coordinate working sessions (specifications, analysis, data mapping, reporting, etc.)
 - Obtain approvals and sign offs
 - Coordinate work efforts defined in SOW/schedule
 - Manage risks and issues
 - Co-lead status meetings and steering committee meetings
 - First point of escalation
-

Training

-
- Deliver training as outlined in SOW
 - Assist in best practice recommendations
 - Assist in training strategy and planning
-

The City's Key Responsibilities

Executive Oversight

- Provide guidance for project challenges
- Attend steering committee meetings
- Escalation point within Client team
- Manage internal competing priorities or needs

Project Management

- Co-manage project with Klear.ai project manager
- Manage resource availability
- Assist with development and maintenance of detailed project plan
- Assist with general project management activities
- Coordinate internal review of deliverables
- Coordinate sign off on deliverables
- Risk and issue management
- Co-lead status meetings and steering committee meetings
- Coordinate change management
- First point of escalation

Training and Communication

- Work with Klear.ai on training strategy
- Prepare internal communications associated with deployment activities

Solutioning and Analysis (SME)

- Participate in business process flow and requirements definition activities
- Participate in data mapping and validation
- Participate in solution design and configuration
- Participate in user acceptance strategy development
- Help with business requirements and specifications
- Participate in system, integration and user acceptance testing

Application Administration

- Facilitate custom correspondence template creation
- Configure application per configuration workbook
- Prepare application for user acceptance testing activities
- Create and maintain users
- Set up interfaces and scheduled jobs (if applicable)

Analytics and Reporting

- Develop reporting requirements
- Develop reports using reporting tool/templates

% Task Name	Duration	Start	Finish	Assigned To	Comments
Klear.ai Implementation	188d	08/01/25	07/17/26		<i>Durations on given tasks are often changed as needs change, including for holiday or other blackout periods.</i>
Contract Execution	1d	08/01/25	08/01/25	Klear.ai Team, City of San Diego	
Initiation Phase	12d	08/01/25	08/16/25		
Initiation	12d	08/01/25	08/16/25		
Initiation Prep	9d	08/01/25	08/13/25	Klear.ai Team	
Kick-Off Meeting	3d	08/14/25	08/16/25	Klear.ai Team, City of San Diego	
Planning & Solutioning Phase	115d	08/18/25	12/13/25		
Project Management	15d	08/18/25	08/29/25	Klear.ai PM	
Project Plan	5d	08/18/25	08/22/25	Klear.ai PM	
Create Project Plan	10d	06/23/25	07/31/24	Klear.ai PM	
Review Plan with Client	5d	06/23/25	08/07/24	Klear.ai PM, City of San Diego	
Project Plan Sign-Off	0	06/23/25	08/07/24	City of San Diego	
Monitor and Control	10d	08/18/25	08/29/25		
Weekly Project Status Meetings	5d	07/18/24	07/24/24	Klear.ai PM, City of San Diego	
Discovery - Phase 1	40d	09/01/25	10/10/25		
SFTP Site	10d	08/18/25	08/29/25	Klear.ai Team	
Create Site	5d	07/09/24	07/15/24	Klear.ai	
Provide Credentials to City of San Diego	5d	07/16/24	07/22/24	Klear.ai, City of San Diego	
Confirm Access	3d	07/23/24	07/25/24	City of San Diego	
Business Requirements (Base System)	20d	09/01/25	9/19/205	Klear.ai Team, City of San Diego	
Create BRD	15d	07/18/24	08/07/24	Klear.ai	
Fill Out/Review BRD	20d	07/18/24	08/14/24	Klear.ai, City of San Diego	
Approve BRD	15d	08/29/24	09/18/24	Klear.ai, City of San Diego	
Functional Specification Document	20d	09/15/25	10/03/25	Klear.ai Team, City of San Diego	
Create FSD	15d	09/19/24	10/09/24	Klear.ai	
Review FSD	10d	10/10/24	10/23/24	Klear.ai, City of San Diego	
Approve FSD	1d	10/24/24	10/24/24	City of San Diego	
Configuration Workbook	15d	09/22/25	10/03/25	Klear.ai Team, City of San Diego	
Create Workbook	5d	10/25/24	10/31/24	Klear.ai	
Share & Review Workbook	3d	11/01/24	11/05/24	Klear.ai, City of San Diego	
Reporting	15d	09/29/25	10/10/25	Klear.ai Team	Base System Reports (canned) with minor configuration, such as the client's logo
Review Priority Reports	10d	09/19/24	10/02/24	Klear.ai	Reporting Team
Confirm Client Reports Against Standard	5d	10/03/24	10/09/24	Klear.ai, City of San Diego	Ensuring no Gap, potential for Change Control
Data Conversion - Trial 1	60d	10/13/25	12/13/25		
Data Mapping Exercises	20d	07/30/24	08/26/24	Klear.ai, City of San Diego	
Approve Data Mapping Document	5d	08/27/24	09/02/24	City of San Diego	
Load Data into UAT	2d	09/24/24	09/25/24	Klear.ai	
Internal QA / Issue Resolution	10d	09/26/24	10/09/24	Klear.ai, City of San Diego	
Test System Delivery	1d	10/10/24	10/10/24	Klear.ai	

Client Testing/Conversion Validation	20d	10/11/24	11/07/24	City of San Diego, Klear.ai	
Sign Off	1d	11/08/24	11/08/24	City of San Diego	
Executing Phase	106d	10/13/25	12/20/25		
Configuration	55d	10/13/25	12/12/25		
Klear.ai	25d	10/13/25	11/07/25		
Workers Comp	10d	10/13/25	10/24/25		
General Liability	10d	10/27/25	11/07/25		
LTD Claim Administration	45d	10/20/25	12/05/25		
CMS	30d	10/20/25	11/21/25		
FROI SROI	30d	10/20/25	11/21/25		
Document Management	25d	10/27/25	11/26/25		
Claimant App	55d	10/13/25	12/05/25		
Klear.ai Data Bridge	15d	10/06/25	10/24/25		
Incident Reporting	15d	10/06/25	10/24/25		
Intake Forms	10d	11/11/24	11/22/24		
Configure	5d	11/11/24	11/15/24	Klear.ai	
QA	5d	11/18/24	11/22/24	City of San Diego, Klear.ai	
Klear.ai Analytics	10d	09/29/25	10/10/25		
Standard Reports & Dashboards	10d	09/29/25	10/10/25		
Configure Standard Reports	5d	10/06/25	10/10/25	Klear.ai	
QA Reports	10d	10/06/25	10/24/25	Klear.ai, City of San Diego	
Configure Standard Dashboards	5d	10/20/25	10/24/25	Klear.ai	
Configure Severity model	10d	10/27/25	11/07/25	Klear.ai	
QA Severity model	5d	11/03/25	11/07/25	Klear.ai, City of San Diego	
Configure Reserve model	10d	11/10/25	11/21/25	Klear.ai	
QA Reserve model	5d	11/17/25	11/21/25	Klear.ai, City of San Diego	
Configure Fraud model	10d	11/24/25	12/12/25	Klear.ai	
QA Fraud model	5d	12/08/25	12/12/25	Klear.ai, City of San Diego	
Integrations	60d	10/06/25	12/01/25		
SAP (ERP)	30d	10/06/25	10/31/25		
HR	30d	10/13/25	11/07/25		
Org and OCC	30d	10/20/25	11/14/25		
AP	30d	10/27/25	11/21/25		
Payment Recon	30d	11/03/25	12/01/25		
ACM (Claim Intake Call Center)	45d	10/06/25	11/21/25		
PBM (Cadence)	30d	10/20/25	11/14/25		
MBR/UR (Allied)	30d	10/27/25	11/21/25		
ISO ClaimSearch	30d	11/03/25	12/01/25		
Training	30d	12/01/25	12/31/25		
Training for UAT	5d	12/02/24	12/06/24	Klear.ai, City of San Diego	
Additional Training as Needed	40d	12/09/24	01/31/25	Klear.ai, City of San Diego	
System Integration Testing	10d	12/08/25	12/19/25		
SIT	10d	12/23/24	01/03/25	Klear.ai	
Client Review	15d	12/23/24	01/10/25	City of San Diego	
User Acceptance Testing (UAT)	30d	12/15/25	01/16/25		
UAT Prep	5d	12/02/24	12/06/24	Klear.ai	Includes deployment of latest configuration and custom development if any
Client Testing	20d	12/09/24	01/03/25	City of San Diego	
Issue Resolution	20d	12/16/24	01/10/25	Klear.ai, City of San Diego	

UAT Sign-Off	0	01/10/25	01/10/25	City of San Diego	
Go / No-Go Decision	1d	01/13/25	01/13/25	City of San Diego	
Go-Live - Phase 1	14d	01/05/26	01/16/25		Weekend Conversion and Testing
Go-Live Prep	14d	01/05/26	01/16/25	Klear.ai, City of San Diego	Includes deployment of latest configuration and custom development if any
System Live	1d	01/16/25	01/16/25		
Post Go-Live Transition	30d	01/19/26	02/13/26		
Discovery - Phase 2	86d	11/10/25	01/02/26		
Business Requirements (Base System)	20d	11/10/25	12/05/25	Klear.ai Team, City of San Diego	
Create BRD	15d	07/18/24	08/07/24	Klear.ai	
Fill Out/Review BRD	20d	07/18/24	08/14/24	Klear.ai, City of San Diego	
Approve BRD	15d	08/29/24	09/18/24	Klear.ai, City of San Diego	
Functional Specification Document	20d	11/24/25	12/19/25	Klear.ai Team, City of San Diego	
Create FSD	15d	09/19/24	10/09/24	Klear.ai	
Review FSD	10d	10/10/24	10/23/24	Klear.ai, City of San Diego	
Approve FSD	1d	10/24/24	10/24/24	City of San Diego	
Configuration Workbook	15d	12/08/25	12/26/25	Klear.ai Team, City of San Diego	
Create Workbook	5d	10/25/24	10/31/24	Klear.ai	
Share & Review Workbook	3d	11/01/24	11/05/24	Klear.ai, City of San Diego	
Reporting	15d	12/15/25	01/02/26	Klear.ai Team	Base System Reports (canned) with minor configuration, such as the client's logo
Review Priority Reports	10d	09/19/24	10/02/24	Klear.ai	Reporting Team
Confirm Client Reports Against Standard	5d	10/03/24	10/09/24	Klear.ai, City of San Diego	Ensuring no Gap, potential for Change Control
Data Conversion - Trial 2	82d	12/08/25	02/06/26		
Data Mapping Exercises	20d	12/08/25	12/26/25	Klear.ai, City of San Diego	
Approve Data Mapping Document	5d	12/29/25	01/02/26	City of San Diego	
Load Data into UAT	2d	01/05/26	01/06/26	Klear.ai	
Internal QA / Issue Resolution	10d	01/05/26	01/16/26	Klear.ai, City of San Diego	
Test System Delivery	1d	01/16/26	01/16/26	Klear.ai	
Client Testing/Conversion Validation	20d	01/19/26	02/06/26	City of San Diego, Klear.ai	
Sign Off	1d	02/06/26	02/06/26	City of San Diego	
Executing Phase	106d	02/09/26	06/12/26		
Configuration	53d	02/09/26	04/03/26		
Klear.ai	25d	02/09/26	03/06/26		
Policy Tracking	53d	02/09/26	04/03/26		
COI Tracking	45d	02/16/26	04/03/26		
Asset Tracking	45d	02/16/26	04/03/26		
Allocation	45d	02/16/26	04/03/26		
Safety	20d	03/16/26	04/03/26		
Configure	5d	11/25/24	11/29/24	Klear.ai	
QA	5d	12/02/24	12/06/24	City of San Diego, Klear.ai	
Training	30d	03/30/26	05/01/26		
Training for UAT	5d	12/02/24	12/06/24	Klear.ai, City of San Diego	
Additional Training as Needed	40d	12/09/24	01/31/25	Klear.ai, City of San Diego	
System Integration Testing	10d	04/20/26	05/01/26		

SIT	10d	12/23/24	01/03/25	Klear.ai	
Client Review	15d	12/23/24	01/10/25	City of San Diego	
User Acceptance Testing (UAT)	30d	05/01/26	05/29/26		
UAT Prep	5d	12/02/24	12/06/24	Klear.ai	Includes deployment of latest configuration and custom development if any
Client Testing	20d	12/09/24	01/03/25	City of San Diego	
Issue Resolution	20d	12/16/24	01/10/25	Klear.ai, City of San Diego	
UAT Sign-Off	0	01/10/25	01/10/25	City of San Diego	
Go / No-Go Decision	1d	01/13/25	01/13/25	City of San Diego	
Go-Live - Phase 2	14d	06/01/26	06/12/26		Weekend Conversion and Testing
Go-Live Prep	14d	06/01/26	06/12/26	Klear.ai, City of San Diego	Includes deployment of latest configuration and custom development if any
System Live	1d	06/12/26	06/12/26		
Closing	30d	06/15/26	07/17/26		
Post Go-Live Transition	25d	06/15/26	07/10/26		
Update Documentation for Support as Necessary	25d	06/15/26	07/10/26	Klear.ai	
Client Meeting(s) with Support Team	5d	07/13/26	07/17/26	Klear.ai, City of San Diego	
Implementation Project Complete	1d	07/17/26	07/17/26		



SCHEDULE 2: STANDARD SERVICE LEVEL AGREEMENT

1. Definitions

Business Hours – means the hours of 8:00 am ET to 6:00 pm PT Monday – Friday except U.S. Bank Holidays.

Error – means a material failure of the Software to conform to the functional specifications.

Error Correction – means any modification, workaround, or routine intended to correct the practical adverse effect of the Error.

Excusable Downtime – means the total minutes in the Measurable Window during which the Software or the Hosting Environment, was not available due to a) any negligent or wrongful act or omissions by Customer or its users; b) any negligent or wrongful act or omission by third-party vendors; or c) any Force Majeure events or disruption in public internet access.

Hosting Environment – means the data enter and related infrastructure encompassing the Software and System as a whole maintained by Klear.ai.

Measurable Window – means a period of thirty (30) days.

Patches – means a change to the Software that may include patches, fixes, minor updates and Error Corrections, which Klear.ai generally provides to its customers who receive customer support services.

Release – means a modification of the Software, normally denoted with a new number to the immediate right or left of the decimal, which contains new features and functionality. Release does not include new products or modules of the Software for which Klear.ai generally charges its customers an additional license or subscription fee.

Response Time – means the amount of time from when the Customer properly reports an Error until a Klear.ai support analyst acknowledges receipt.

Scheduled Downtime – means the total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available as a result of scheduled time to perform system maintenance or patches.

Severity Level – means the impact level assigned to an Error based on the level of service degradation or loss of functionality as determined by Klear.ai in accordance with the criteria for Severity Levels defined in Section 9 below.

Unscheduled Downtime – means total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available, which does not qualify as Scheduled Downtime, but specifically excludes Excusable Downtime.

2. Support Overview

Klear.ai will provide more than one reasonable means of communication to allow Customer's designated Support Contacts to contact the Klear.ai Helpdesk for assistance in resolving problems with the Software in accordance with and during the hours of operation set forth in Section 8 of this Service Level Agreement. The term "**Support Contacts**" means those two individuals designated by Customer to be the only individuals permitted to contact and utilize the Klear.ai Helpdesk for assistance in resolving problems with the Software.

Customer is prohibited from attempting to support the Software (either itself or through a third party) in any way that would require access to the source code of the Software or would require any reverse engineering, reverse assembly or disassembly of the Software. Klear.ai is the only entity authorized to support the Software at the code level.

3. Support and Maintenance

Klear.ai will provide the level of support defined by the support description in this Service Level Agreement. Klear.ai will notify Customer of any changes to any support description in each renewal if applicable.

4. Error Corrections and Patches

As a part of customer support services, Klear.ai will use commercially reasonable efforts to provide Error Corrections for all verifiable and reproducible Errors in the Software in accordance with the Agreement and this Service Level Agreement. As a part of customer support services, Klear.ai will provide Patches to the Software that Klear.ai makes generally available to its customers who receive support services.

5. Software Releases, Withdrawal, and Database Refreshes

5.1 Software Releases

As a part of customer support services, Klear.ai will provide to Customer new Releases of the Software as and when developed, except for new products or modules for which Klear.ai generally charges a separate license or annual fee. Klear.ai is not obligated to develop new Releases of the Software.

Klear.ai will provide Customer, as part of customer support services, with new Releases created by Klear.ai as a result of a change in law or new law that directly applies to existing functionality within the Software currently offered by Klear.ai. As an accommodation and not as provision of legal advice, Klear.ai will take commercially reasonable efforts to promptly notify Customer in writing upon becoming aware of any material changes to any applicable law or government regulations that may cause the current release of the Software not to conform to such law or regulations. Notwithstanding the foregoing, in the event that the required modifications to the Software would require a material re-architecture or other significant product re-design, would

require Klear.ai to obtain data which is either unavailable, or which is only available at a material cost, or would otherwise require Klear.ai to incur material expenditures (as measured against the fees charged under this Agreement), and Klear.ai is not otherwise making such modifications for its other customers, then Klear.ai may cease revising the affected Software in the affected jurisdiction, but shall continue to support the Software during the Term.

5.2 Software Withdrawal

If Klear.ai intends to withdraw any Software from general availability for any reason whatsoever, Klear.ai will provide Customer at least twelve months prior written notice of such withdrawal. Notwithstanding the preceding clause, if Klear.ai intends to withdraw the Software due to an emergency, injunction, or other legal proceeding, Klear.ai will provide Customer as much notice as is practicable and permitted by application law, governmental regulations or court order.

5.3 Database Refreshes

The Customer is entitled to have their test environment updated twice a year with production data from Customer's production environment upon Customer request. If the refresh request is outside of what is included as referenced above, Klear.ai will notify the Customer to that effect and reserves the right to charge Customer at Klear.ai's current standard hourly rates.

6. Limitations

Klear.ai is under no obligation to provide customer support services with regards to:

- Software that has been altered or modified by Customer or any third party.
- Software used on a system that does not meet the minimum hardware, software, operating system, mobile device and other system and configuration requirements set forth in the provided technical specifications.
- Any software not both supplied by Klear.ai and identified in Agreement or subsequent amendments.

Customer support services does not include: (i) researching Customer requests, (ii) researching and fixing anomalies caused by other vendors, (iii) making changes resulting from internal Customer business practices, (iv) enhancing system configuration and other similar tasks that are requested or required but are outside of Klear.ai's control; and (v) causes or errors that are not attributable to Klear.ai (and therefore considered additional services).

If Klear.ai has created a third-party interface from the System to one of the Customer's third-party products provided by another vendor and such vendor modifies the third-party product causing the third-party interface to stop functioning properly, then the service required to modify the third-party interface as a result of the changes to the third-party product are considered outside the scope of customer support services and would incur additional fees as it is considered additional services. Services required to resolve any customer-created Error are

outside the scope of customer support services and would incur additional fees as it is considered additional services.

If a problem reported is outside the scope of this Agreement, Klear.ai will notify Customer to that effect and reserves the right to charge Customer at Klear.ai's then-current standard hourly rates. Certain requests, such as building custom modules, data base objects, reports, utilities or other complex projects (considered as additional services), may also incur additional fees beyond those associated with customer support services and will be detailed in a new Statement of Work. The following are examples of additional support services that are available from Klear.ai.

- Add-on data conversions.
- Implementation for any optional software modules.
- Supplemental custom training.
- Custom reports – defining, creating, testing and troubleshooting (Klear.ai will require a Statement of Work to help troubleshoot or clean up a modified or custom report (unless the custom report is specifically under maintenance)).
- Security configuration consulting or set up.
- Data conversion issues once transitioned from implementation to support.
- Klear.ai database changes, such as organization changes, combining insureds, reference tables changes, etc.
- Corrections to Customer's data, including but not limited to data modification for purposes of exporting/importing to/from the Klear.ai database.
- Performing troubleshooting outside of the System applications.
- Support and maintenance of custom modules that are not covered under support services.
- Custom enhancement
- Customer interfaces: a) training on interfaces; b) customer-initiated changes to the interface specification external to Klear.ai that result in any failure or performance problems with the interface; c) bugs in a Customer computer software and hardware that result in interface operational failure.
- Any hardware or software problems beyond the control of Klear.ai.

7. Customer Obligations

Customer will be responsible for the following.

- Reporting Errors promptly.
- Providing sufficient information for Klear.ai to duplicate the Error, as described in the specifications, so Klear.ai can duplicate the Error, assess the situation, and/or undertake any needed action.

- Designating at least one technical staff trained on the Klear.ai products to serve as Customer representative (“Customer Support Contact”) to contact Klear.ai with maintenance and other support issues.
- Carrying out procedures for the rectification of Errors within a reasonable time after such procedures (or revisions, upgrades, enhancements, etc.) have been received from Klear.ai.

8. Helpdesk

Klear.ai provides services through its Helpdesk as set forth in the table below.

Support Option	Method	Response	Exceptions
Self Service System	Access to on-line ticketing System	Typically, response made by end of next business day	Klear.ai Holidays
Phone Support	Ability to call a support line	Monday through Friday 8:00am EST - 6:00pm PST	Klear.ai Holidays
After Hours Emergency	Ability to contact support analyst	Only for S1; 24x7x365	Non S1 tickets

If Customer’s Support Contract/s are unavailable to work with Klear.ai, then the issue will be lowered to an S3 issue (as defined below in Section 9). If an issue is considered S1 (as defined below in Section 9), Customer must call the Helpdesk.

Should Klear.ai determine that there is an Error in the Software, it will repair such Error in the version of the Software that Customer is currently using or agree with Customer to upgrade or provide a viable workaround.

9. Incident Response - Software

The table below defines response and resolution.

Severity	Condition	Initial Response Time	Follow-Up	Resolution Goal
S1 - Critical	Critical functionality down, impaired or degraded Major impact to Customer's business	One hour during	Every hour during Business	One business day or 8

	No reasonable workaround exists No current patch set or service pack available	Business Hours	Hours. After hours, as agreed upon	Business Hours
S2 - High	Critical functionality is impaired or degraded Time-sensitive issues impacting production Hotfix, patch, or upgrade not available. Reasonable workaround exists, but is only temporary	4 Business Hours during Business Hours	Once daily, update sent during Business Hours	5 business days or by next scheduled maintenance window
S3 - Medium	Non-critical functionality is down or impaired No significant current production impact Performance is degraded A short to medium term work-around is available Patch, service pack or upgrade is available	1 business day	As agreed	As agreed
S4 - Low	Non-critical function impaired No business impacts A medium to long term work-around is available Patch, service pack or upgrade is available	2 business days	As agreed	As agreed

10. Incident Response – Hosting Environment

Klear.ai provides monitoring of the Hosting Environment. The Klear.ai IT Operations staff is notified by the monitoring systems of an incident occurring that causes a material disruption, material performance degradation or outage to the Hosting Environment. The Klear.ai customer support team will coordinate resolution and communication (including status updates), with the Customer. Klear.ai IT Operations will respond to issues with the Hosting Environment based on the severity levels defined below.

Severity	Definition	Initial Response Time	Resolution Goal	Monthly Metric
S1	Total inability to use any material part of the Hosting Environment, resulting in a critical impact on business	30 minutes	One business day or 8 Business Hours	95% closed within resolution goal
S2	Ability to use Hosting Environment, but user operations are severely restricted or where users notice degraded system performance	1 hour during Business Hours	5 business days or next scheduled maintenance window	90% closed within resolution goal

S3	Ability to use the Hosting Environment with minor faults that cause little disruption to service or use of the product. Failure relates to functions that are not critical to overall user operations	1 business day	As agreed	90% closed within resolution goal
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11. Escalation Levels

Escalation Level	Klear.ai Contact
Level 1	Support Manager
Level 2	Technical Support Director
Level 3	VP Customer Success

12. Maintenance Window

Klear.ai will conduct regular weekly maintenance. The standard maintenance window will be 5 hours in length. If the window needs to be extended, Klear.ai will provide advanced written notice of at least 5 business days.

Standard Maintenance Block – Friday 11:00 pm – Saturday 5:00 am PST
Extended Maintenance Block – Friday 8:00 pm – Saturday 11 am PST

13. System Availability

The Software will be available 99% of the time, based on the calculation below.

$$\text{Availability \%} = \frac{\text{Total Minutes} - \text{Unscheduled Downtime} - \text{Scheduled Downtime}}{\text{Total Minutes} - \text{Scheduled Downtime}}$$

Scheduled Downtime includes:

- Scheduled maintenance.
- Time required for deployment of software Patches.
- Downtime resulting from general virus or denial of service attacks.

14. Managed Services

Customer will receive a number of hours of managed service hours specified in the Agreement on an annual basis. Services are provided to Customer through a customer success manager, who will use

the time and resources to understand the Customer's underlying goals, strategy, and growth plan to move Customer's organization forward with the Klear.ai platform. The Customer Success Manager provides service at a higher level than general customer support services and provides overall consultancy for training, understanding the Customer's business process and how any change may impact other areas of the System. They are strategic partners who work hand in hand with customer support analysts and have subject matter expertise for all Software products used - from high-level strategic decision making to day-to-day issue support. The Customer Success Manager also acts as the Customer's advocate in product enhancements and providing periodic updates to the Customer via open items calls, account status reports and stewardship meetings. The Helpdesk is used for questions about system operations and problems.

15. Disaster Recovery/Business Continuity

15.1 Klear.ai will document, implement, and maintain a business continuity plan to protect the privacy, confidentiality, integrity, and availability of the Customer Data ("**Business Continuity Plan**").

15.2 The Business Continuity Plan will include an appropriate data backup schedule, identification of an offsite location where data backups are held in an encrypted/secure form, a prompt data restoration timeframe, and an appropriate testing schedule to confirm the Business Continuity Plan is effective.

15.3 Klear.ai's Business Continuity Plan will include back-up, disaster recovery and storage capabilities so as to maximize availability and progress of the System during an event that would otherwise affect the performance or delivery of the System. At a minimum, such capabilities will provide for restoration of System within the timeframes set forth in the Disaster Recovery Plan. Klear.ai's responsibilities will include the following:

(a) Klear.ai will back-up and store Customer Data (on tapes or other storage media as appropriate) on-site for efficient data recovery and off-site to provide protection against disasters and to meet file recovery needs.

(b) Klear.ai will encrypt Customer Data when being transmitted or stored outside of Customer's computer systems and network.

(c) Klear.ai will conduct incremental and full back-ups (in accordance with the Disaster Recovery Plan) to capture data, and changes to data used in connection with the Work. Backed up data will be encrypted.

(d) Klear.ai will develop and maintain and submit a disaster recovery plan including plans, measures and arrangements to ensure the continuous delivery of critical products and services, which permits Klear.ai to recover its facility, data, assets and personnel ("**Disaster Recovery Plan**"). In the event of a disaster, Klear.ai will assume responsibility for providing the services in accordance with the

Disaster Recovery Plan. Klear.ai will generate a report following each and any disaster measuring performance against the Disaster Recovery Plan and identification of problem areas and plans for resolution.

(e) An executive summary of Klear.ai's Business Continuity Plan and Disaster Recovery Plan will be made available to Customer upon request.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Risk Management Information System (RMIS) Solution

B. BIDDER/PROPOSER INFORMATION:

4AI Soft LLC		Klear.ai	
Legal Name		DBA	
5252 Orange Ave, Suite 208	Cypress	CA	90703
Street Address	City	State	Zip
Leslie Sargent, Vp of Solutions Consulting	(339) 224-8872		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Brijesh Kumar	CEO
Name	Title/Position
Cerritos, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership interest - as Founder & CEO of the company	
Interest in the transaction	

Pete Govek	CRO
Name	Title/Position
Sheboygan, Wisconsin	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or Negotiating with city officers or employees and directing or supervising actions of persons engaged in communication/negotiation	
Interest in the transaction	

Leslie Sargent	VP of Solutions Consulting
Name	Title/Position
PUNTA GORDA, Florida	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or Negotiating with city officers or employees	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 01/28/2020 State of incorporation: California

List corporation's current officers: President: Brijesh Kumar
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 01/28/2020

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10%) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 01/28/2020 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

Brijesh Kumar, CEO (100% Ownership)- 5252 Orange Ave, Suite 208, Cypress, CA, 90630

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Shani Fetra, VP of Small Business Banker

Address: 13244 Jamboore Rd Irvine CA 92602

Phone Number: (714) 882-5904

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: Will get it before the award Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of Los Angeles

Contact Name and Phone Number: Steve Robles, (909) 963-3714

Contact Email: Steve@roblesrisk.com

Address: 500 W. Temple St. Los Angeles CA 90012

Contract Date: December 1, 2022

Contract Amount: \$ 5,108,200.00

Requirements of Contract: Klear.ai RMIS, Klear.ai Analytics

Company Name: City of Stockton

Contact Name and Phone Number: Nathan Birtwhistle, (209) 937-8729

Contact Email: nathan.birtwhistle@stocktonca.gov

Address: 400 E. Main Street, 3rd Floor, Stockton, CA 95202

Contract Date: February 2, 2024

Contract Amount: \$ 368,181.00

Requirements of Contract: Klear.ai RMIS

Company Name: Sierra Risk Mangement

Contact Name and Phone Number: Shannon Love, (916) 293-8195

Contact Email: Shannonlove@slaccrm.com

Address: P.O. Box 3251 Rancho Cordova, CA 95741

Contract Date: April 15, 2024

Contract Amount: \$ 250,000.00

Requirements of Contract: Klear.ai Claims, Klear.ai RMIS

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # 21001073

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Sudhindra R. Kowligi, CAO

K.R. Sudhindra

05/20/2025

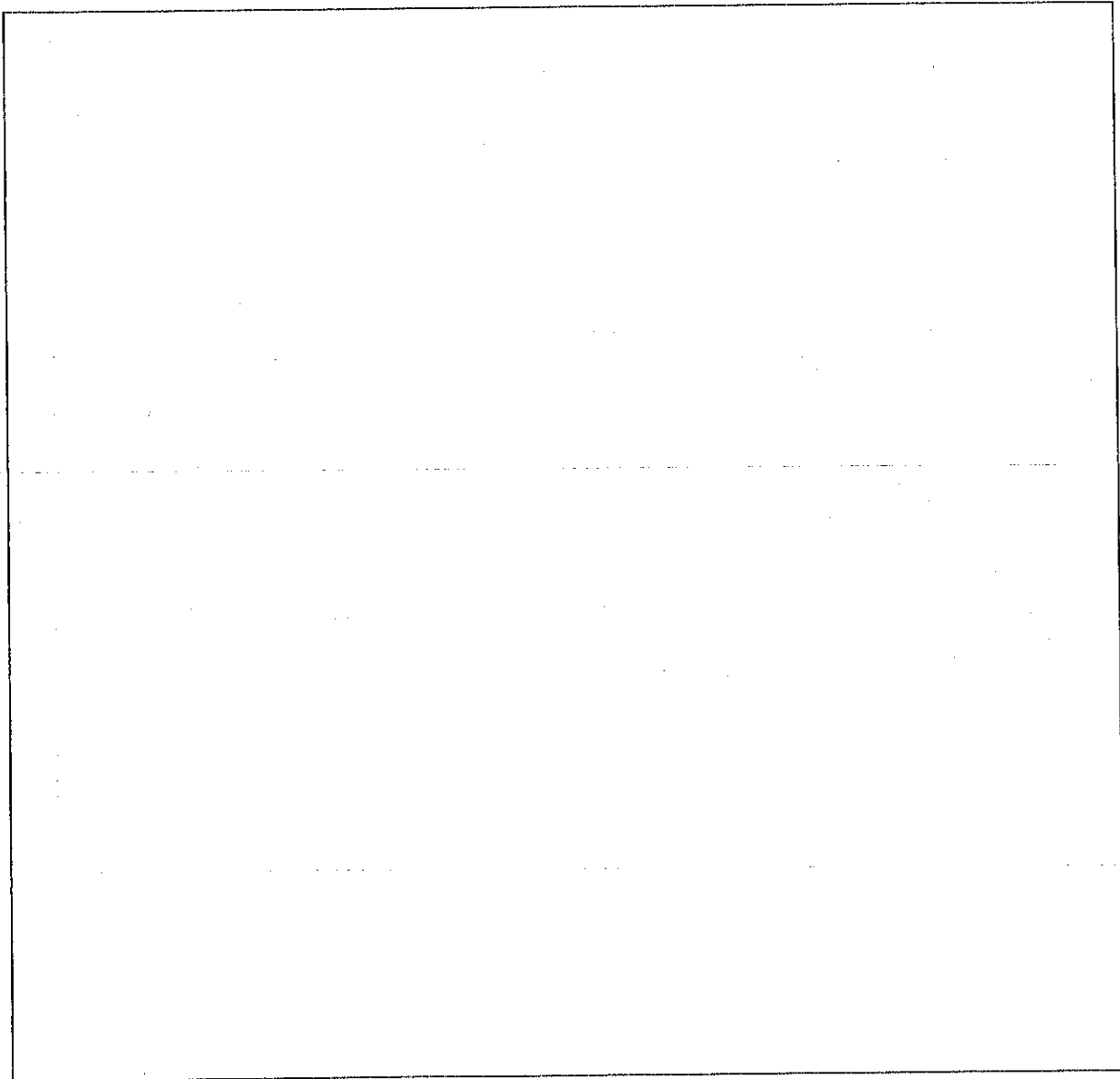
Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.



I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Sudhindra R. Kowligi, CAO

K. R. Sudhindra

05/20/2025

Print Name, Title

Signature

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: 4AI Soft LLC

ADA/DBA: Klear.ai

Address (Corporate Headquarters, where applicable): 5252 Orange Ave, Suite 208

City: Cypress County: Orange County State: CA Zip: 90630

Telephone Number: 562-269-7082 Fax Number: _____

Name of Company CEO: Brijesh Kumar

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Software as a Solution Type of License: LLC

The Company has appointed: Sudhindra R. Kowligi, CAO

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 5252 Orange Ave, Suite 208, Cypress, CA, 90630

Telephone Number: 562-269-7082 Fax Number: _____ Email: Sudhi.kowligi@klearai.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of 4AI Soft LLC DBA Klear.ai

(Firm Name)

Orange County, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 20 day of May, 2025

K.R. Sudhindra

(Authorized Signature)

Sudhindra R. Kowligi

(Print Authorized Signature Name)

WORK FORCE REPORT -- Page 2

NAME OF FIRM: Klear.ai

DATE: May 20, 2025

OFFICE(S) or BRANCH(ES): Cypress

COUNTY: Orange County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1				2						2			1
Professional					6	7					3	2		
A&E, Science, Computer					12	5					2	1		
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1				20	12					7	3		1
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Grand Total All Employees

44

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4.

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{4, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories--Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and

Steamfitters

Roofers

All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

INSTRUCTIONS

- 1 **STEP 1:** Go to the "IT City Standards" tab and choose "Fully Compliant", "Partially Compliant", "Not Compliant", or "NA" for each line item.
- 2 Provide a complete explanation of how, specifically, the solution does (or does not) comply. Describe, in detail, how solution does (or does not) comply.
- 3 If not fully compliant, provide proposed workarounds, planned updates (with timelines), or alternatives, as available (and associated costs, as applicable). For non-applicability of a standard, please provide explanation / justification.
- 4 If there are any additional costs associated w/ proposed workarounds or alternatives, they must be explicitly provided herein, and they must be provided in the Pricing Pages, as well.
- 5 **STEP 2:** Go to the "Technical Alignment" tab and answer each question.
- 6 **STEP 3:** If Artificial Intelligence (AI) (e.g. Machine Learning, Deep Learning, Generative) is utilized, go to the "AI Factsheet" tab and answer each question.
- 7 **STEP 4:** If Artificial Intelligence (AI) (e.g. Machine Learning, Deep Learning, Generative) is utilized, to the "AI Impact Assessment" tab and answer each question.

***** Requests for exceptions to IT City Standards must be listed as exceptions (as outlined in Exhibit A of the RFP) *****
**** Exceptions to IT City Standards will require approval by the City's Department of Information Technology ("DoIT") ****
*** Systems and solutions utilizing AI will require approval by the City's Department of Information Technology ("DoIT") ***

Describe, in detail, how solution does (and does not) comply
if not fully compliant, please provide proposed workarounds, planned updates (with
timelines) or alternatives, as available (and associated costs, as applicable).
If you believe this requirement to be non-applicable, provide a detailed explanation /
justification.

City of San Diego - Step 1 - IT City Standards

IT City Standards for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)

ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as applicable). If you believe this requirement to be non-applicable, provide a detailed explanation / justification.
AS	Application Security (AS)		
The following Application Security requirements shall apply:			
AS-1	System User Authentication. Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and/or OpenID Connect (OIDC).	Fully Compliant	<p>Klear.ai's Response:</p> <p>Yes, the Klear.ai platform can integrate seamlessly with the City's OKTA SSO using either SAML 2.0 or OpenID Connect (OIDC) for secure web authentication. The solution also supports Multi-Factor Authentication (MFA), ensuring robust access control in compliance with enterprise identity and security protocols.</p>
AS-2	Role-Based Access (RBAC). The application must accommodate role-based access to limit access to application resources based on only what is needed for a particular user role.	Fully Compliant	<p>Yes, the Klear.ai platform fully supports Role-Based Access Control (RBAC), enabling client administrators to configure user access by module, screen, and even down to individual field levels. This fine-grained configuration ensures users have access only to the resources required for their roles, supporting both operational efficiency and security compliance.</p> <p>Klear.ai's Response:</p>
AS-3	Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai ensures secure authentication by encrypting all authentication traffic using TLS protocols to prevent unauthorized access or interception during transmission. All data, including login credentials and session tokens, is encrypted both in transit and at rest. Additionally, passwords are securely hashed using strong cryptographic algorithms and are never stored or transmitted in plain text, fully safeguarding system user and administrator authentication activities.</p> <p>Klear.ai's Response:</p>
AS-4	Encryption. Application must support industry standard methods, and at a minimum a 256-bit secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS or Secure FTP. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Fully Compliant	<p>Yes, Klear.ai supports industry-standard encryption protocols to secure all sensitive data. All data is encrypted both in transit and at rest using modern 256-bit encryption algorithms that are compliant with NIST FIPS 140-2 standards. Klear.ai also utilizes secure communication protocols such as TLS and Secure FTP to ensure data integrity and confidentiality meeting regulatory standards.</p>

AS-5	<p>Auditing and Logging. Application should support interoperability with, and stream logs to, the City's centralized Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction, and details regarding the activity (e.g., logon, logoff, or data details).</p>	Fully Compliant	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai maintains comprehensive auditing and logging functionality that captures all critical system activity—including logon/logoff events, permission changes, data modifications, and deletions. Each log entry records the user ID, timestamp, and action details. Klear.ai also supports integration with centralized SIEM platforms and can generate periodic audit trail reports upon request for compliance and monitoring.</p>
AS-6	<p>Data Integrity. The Solution must ensure the integrity of all the data collected, stored, and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.</p>	Fully Compliant	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai maintains comprehensive auditing and logging functionality that captures all critical system activity—including logon/logoff events, permission changes, data modifications, and deletions. Each log entry records the user ID, timestamp, and action details. Klear.ai can generate periodic audit trail reports upon request for compliance and monitoring.</p>
AS-7	<p>Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g., incorrect password or unknown System User account). Other security related errors (e.g., "file not found" or "permission denied") must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.</p>	Fully Compliant	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai fully supports secure and compliant error handling practices. All failed login attempts trigger generic error messages (e.g., "Invalid login credentials") without exposing specific user details. Detailed diagnostic information is logged securely and made accessible only to authorized developers and system administrators to facilitate investigation and resolution while maintaining system security.</p>
AS-8	<p>Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third parties to ensure no leakage of City data occurs. For sensitive data stored within SAAS or a third-party cloud, the City should generate and control the encryption keys for the data, where applicable.</p>	Fully Compliant	<p>Klear.ai's Response:</p> <p>Klear.ai operates as a single-instance, single-tenant SaaS solution, ensuring complete logical separation of customer data. While Klear.ai maintains a proprietary source code base, each client environment—including the City's—is deployed with its own logically isolated database instance, eliminating risk of cross-tenant data access or leakage. This architecture is designed to meet stringent data security and compliance requirements, with the option for customers to manage their own encryption keys when applicable.</p>
AS-9	<p>Patching. Application/Systems must be patched, at a minimum, on a monthly basis.</p>	Fully Compliant	<p>Klear.ai's Response:</p> <p>Klear.ai performs regular upgrade releases on a rolling basis every few months, during which all clients' environments are updated. These releases include core system patching, bug fixes, enhancements, and security updates to ensure optimal system performance and compliance with required standards. Any system abnormalities or vulnerabilities identified are promptly addressed through this proactive patching cycle.</p>

AS-10	<p>Vulnerability Management. Prior to product deployment into a production environment and/or external exposure, all Application, Service and Systems must be scanned, with an established industry-recognized tool and have security vulnerabilities remediated. Vulnerabilities discovered on existing systems must be remediated within at least 30 days of discovery. Discovered vulnerabilities shall be assigned a risk ranking. High-rated vulnerabilities must be patched/remediated within 24 hours.</p>	Fully Compliant	<p>Klear.ai's Response: Yes, Klear.ai will implement robust vulnerability management practices aligned with industry standards. Prior to production deployment and external exposure, all application components and infrastructure will be scanned using industry-recognized tools to identify and remediate vulnerabilities. Klear.ai will ensure that high-risk vulnerabilities are addressed within 24 hours, and all other issues are remediated within 30 days of discovery.</p>
AS-11	<p>Mobile Device Management (MDM). Mobile Devices (e.g., tablets and mobiles phones) must be capable of enrolling in industry standard MDM managed by the City's Information Security Team. Note: Microsoft Intune is the City's current standard MDM solution.</p>	N/A	<p>Klear.ai's Response: Klear.ai is a SaaS solution. Klear.ai is not supplying devices.</p>
AD	<p>Application Data (AD)</p> <p><i>The following Application Data requirements shall apply:</i></p>		
AD-1	<p>Ownership of Data. All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or expiration of any contractual agreement, Vendor/Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.</p>	Fully Compliant	<p>Klear.ai's Response: Yes, Klear.ai fully affirms that all data collected on behalf of the City of San Diego is the sole property of the City. Klear.ai will not use this data for any other purpose. Upon contract termination or expiration, Klear.ai will retain the City's data for a minimum of 90 days and will securely transfer all data to the City at no cost, in ASCII CSV format and binary formats such as TIFF, JPG, or PDF, ensuring confidentiality and full compliance with City data ownership requirements.</p>
AD-2	<p>Personal Data. Vendor/Proposer agrees that it will comply with all applicable federal, state, and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing, and exchanging any Personal Data in connection with this solution/Agreement. For the purpose of this solution/Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).</p>	Fully Compliant	<p>Klear.ai's Response: Yes, Klear.ai will comply with all applicable federal, state, and local data protection regulations regarding the handling and safeguarding of Personal Data. Klear.ai is independently audited and certified with SOC 2 Type I and SOC 2 Type II reports, which include rigorous controls around security, privacy, and confidentiality of personal information such as names, addresses, SSNs, financial account numbers, and more.</p>
AD-3	<p>City Data Access. If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San</p>	Fully Compliant	<p>Klear.ai's Response: Klear.ai does not utilize subcontractors for hosting or managing client solutions. all</p>
AD-4	<p>Third Party Requirements (For Request for Proposal responses only). Proposer shall ensure any third-party subcontractors adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.</p>	Fully Compliant	<p>Klear.ai's Response: Klear.ai is a secure SaaS platform hosted within the Microsoft Azure Cloud environment. Our hosting infrastructure benefits from Azure's security controls, with continuous monitoring, redundancy, and adherence to compliance frameworks such as SOC 2 and ISO 27001. All application and infrastructure layers are actively managed and monitored to ensure data integrity, confidentiality, and availability at all times.</p>

OSTD-9	<p>Web Programming. Web interface that requires public input shall be WCAG 2.1 Compliant e.g. VPAT</p>	Fully Compliant	<p>Klear.ai's Response:</p> <p>Klear.ai's web application is developed using Angular and responsive HTML5, with all public-facing interfaces designed to meet WCAG 2.1 Level AA accessibility standards. The platform also integrates with accessible, an AI-powered accessibility tool that continuously scans and remediates compliance issues in real time, helping ensure ongoing ADA and WCAG 2.1 conformance for enhanced usability and inclusivity.</p>
HSTD	<p>Hosting Standards (HSTD)</p>		
<p><i>The following Hosting requirements shall apply:</i></p>			
HSTD-1	<p>City Hyper Converged Infrastructure. If solution is proposed as "On Premise," it must support one of the following (<i>please specify under 1.a, 1.b, or 1.c below</i>):</p>	N/A	<p>Klear.ai's Response:</p> <p>Klear.ai is offered exclusively as a fully cloud-hosted SaaS application and is not deployed on-premise. Therefore, compatibility with the City's Hyper Converged Infrastructure is not applicable.</p>
HSTD-1.a	<p>Hyper Converged Infrastructure. Server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.</p>	N/A	<p>Klear.ai's Response:</p> <p>Klear.ai is delivered as a cloud-native SaaS application hosted on Microsoft Azure, utilizing services such as Azure App Service, Azure SQL, and Azure Blob Storage. Since the solution does not require any on-premise server, shared storage, or networking infrastructure, the City's Hyper Converged Infrastructure (HCI) standards—including VMware Virtual Cloud Foundation—are not applicable.</p>
HSTD-1.b	<p>Standalone server – HP ProLiant Generation 10 or higher.</p>	N/A	<p>Klear.ai's Response:</p> <p>Klear.ai is a cloud-native SaaS solution hosted entirely on Microsoft Azure infrastructure and does not require any on-premise hardware deployment. Therefore, specifications for standalone servers, such as HP ProLiant Generation 10 or higher, are not applicable to the implementation or operation of the Klear.ai platform.</p>
HSTD-1.c	<p>Server OS. Solution must support Server Operating System – Microsoft Windows Server, SuSe Linux versions must be within n-1 standard.</p>	N/A	<p>Klear.ai's Response:</p> <p>Klear.ai is delivered as a fully cloud-hosted SaaS solution on Microsoft Azure and does not require deployment on local servers. As such, compliance with specific on-premise server operating systems such as Microsoft Windows Server or SuSe Linux is not applicable for implementation or operation.</p>
HSTD-2	<p>Web Servers. If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.</p>	N/A	<p>Klear.ai's Response:</p> <p>As our solution is delivered as a fully cloud-hosted SaaS platform hosted on Microsoft Azure, the City's on-premise web server requirements do not apply. Klear.ai's application architecture leverages Azure cloud Services for hosting, which abstracts the underlying web server infrastructure. Therefore, we do not require Microsoft IIS or Apache installations for system operation. However, if there is any need for interfacing with on-premise systems, our API gateway can securely communicate with local services through industry-standard protocols.</p>

HSTD-3	Virtual Servers. Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	N/A	<p>Klear.ai's Response:</p> <p>As a fully cloud-native SaaS solution hosted on Microsoft Azure, Klear.ai does not require on-premise virtual server infrastructure such as VMware ESX. All application components are managed within Azure's native virtualization and container services, ensuring elastic scalability, high availability, and compliance with modern cloud standards. As such, the City's on-premise virtual server hosting requirements do not apply to our deployment model.</p> <p>Klear.ai's Response:</p> <p>Our solution is a fully cloud-native SaaS platform hosted on Microsoft Azure and utilizes Azure SQL Database for its relational data storage needs. As the application is not deployed on-premise, requirements related to on-premise RDBMS such as Microsoft SQL Server versioning are not applicable. Questions 12 through 16 concerning on-premise infrastructure—including server OS, web server compatibility, virtual hosting, and database engine support—do not apply to our deployment model.</p>
HSTD-4	Relational Database Management Systems. If solution is proposed as "On Premise," it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version within n-1 standard.	N/A	<p>Klear.ai's Response:</p> <p>Klear.ai is a SaaS solution hosted on Microsoft Azure, fully aligning with the City's cloud standards. The data resides within U.S. borders, and Klear.ai's Azure hosting environment supports Software as a Service (SaaS) in accordance with industry best practices and compliance requirements.</p>
HSTD-5	Cloud. Providers are Amazon Web Services (AWS), Microsoft Azure, and Google Cloud platform (GCP), with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. Public Cloud solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMWare on AWS are the Standards.	Fully Compliant	
A-AR	Acknowledgement of City's Administrative Regulations (ACAR)		
City - Administrative Regulations and Applicable Standards	City's Information Security Policy, Standards and Procedures. The City of San Diego Administrative Regulation for "Information Security Policy, Standards and Procedures" (A.R. 90.63) at Protection of Sensitive Information and Data" (A.R. 90.64) at https://www.sandiego.gov/sites/default/files/ar_9064.pdf .	Acknowledged	
ACAR-1		Acknowledged	
ACAR-2		Acknowledged	
* Go to Step 2 - Technical Alignment *			

DCC-4	If the solution is hosted, what type of disaster recovery policy or plan does the vendor who is hosting the data have?	<p>Klear.ai's Response:</p> <p>Yes, the hosted Klear.ai solution includes a comprehensive disaster recovery and business continuity policy that adheres to SOC 2 Type 2 and ISO 27001 standards. The solution utilizes geographically redundant Azure regions (e.g., East US and Central US) for backups and disaster recovery, with clearly defined RTO (Recovery Time Objective) and RPO (Recovery Point Objective) metrics for key functions such as customer support, data processing, and financial transactions. Regular disaster recovery drills are conducted to test effectiveness, with results documented and plans updated accordingly.</p>	
DCC-5	If the solution is hosted, what is the back-up policy in place by the vendor?	<p>Klear.ai's Response:</p> <p>Klear.ai performs regular automated backups of all client data using Microsoft Azure Backup services. Backups are georedundantly stored across U.S.-based Azure data centers to ensure durability and disaster resilience. The backup policy includes both full and incremental backups with routine validation checks and meets SOC 2 Type 2 and ISO 27001 compliance standards.</p>	
DC-C-6	If the solution is hosted, what access rights does the City have to the data through the course of the subscription? In what format will the data be provided to the City?	<p>Klear.ai's Response:</p> <p>The City retains full ownership and access to its data throughout the course of the subscription. Klear.ai ensures that data is accessible at all times to authorized users and, upon request or contract termination, data can be provided in widely accepted formats such as CSV, PDF, TIFF, or JPG to maintain compatibility and integrity. The City can request periodic extracts or complete data transfers at no additional cost.</p>	
DC-C-7	If the solution is hosted, what access rights does the City have to the data upon conclusion of the contract? In what format will the data be returned to the City?	<p>Klear.ai's Response:</p> <p>At the conclusion of the contract, Klear.ai will provide the City with all its data in any desired format, including Excel, CSV, PDF, or any other format requested. The data will be securely transferred to ensure confidentiality and integrity.</p>	
DC-C-8	If the solution is on premise, how many IP addresses and network connections will be needed?	<p>Klear.ai's Response:</p> <p>Klear.ai is a fully SaaS-based solution hosted on Microsoft Azure Cloud and is not deployed on-premise. Therefore, no IP addresses or internal network connections will be needed from the City's infrastructure for deployment or operations.</p>	
DC-C-9	If the solution is on premise: How many servers are required?	<p>Klear.ai's Response:</p> <p>The Klear.ai platform is not offered as an on-premise solution. As a SaaS platform hosted on Microsoft Azure Cloud, there is no requirement for the City to provision or maintain any physical or virtual servers.</p>	
N	Network (N)		
N-1	If the solution is on premise, what are the source and intended destination IP addresses and ports (if known)?	<p>Klear.ai's Response:</p> <p>This question is not applicable, as the Klear.ai platform is not deployed on-premise. The solution is delivered as a fully managed SaaS hosted in Microsoft Azure, eliminating the need for City-managed IP addresses or port configurations.</p>	
N-2	If the solution is on premise, how will it physically connect to the internal network?	<p>Klear.ai's Response:</p> <p>This question is not applicable, as Klear.ai is a SaaS-based solution hosted securely in Microsoft Azure Cloud. There is no need for a physical connection to the City's internal network, as users access the system securely through modern web browsers over the Internet.</p>	If this is not clearly outlined in the architecture diagram, please explain and include any relevant hardware required (e.g. switches, routers,...).
SD	Service Desk (SD)		
SD-1	What are the hours of support of the application?	<p>Klear.ai's Response:</p> <p>Klear.ai provides application support services during standard business hours, which are defined as Monday through Friday, 8:00 AM ET to 6:00 PM PT, excluding U.S. bank holidays. For critical Severity 1 (S1) incidents, Klear.ai offers 24x7x365 emergency support access. Clients may contact the Helpdesk through multiple channels, including phone support and an online ticketing system, ensuring responsive assistance for resolving application issues within agreed-upon timelines.</p>	
SD-2	Who does the user call if they have a problem with the system?	<p>Klear.ai's Response:</p> <p>If a user encounters an issue with the system, they can reach out directly to their assigned Project Manager or Account Manager. Additionally, users may submit a support ticket through the Klear.ai ticketing portal, ensuring prompt tracking and resolution of the problem.</p>	

SD-3	Can SCCM (System Center Configuration Manager) be used to push the required desktop components?	<p>Klear.ai's Response:</p> <p>Klear.ai is a SaaS-based solution hosted on Microsoft Azure Cloud and operates entirely within a web browser. As such, it does not require any desktop components to be installed locally, eliminating the need for SCCM deployment.</p>	
SD-4	What other services does the product integrate with?	<p>Klear.ai's Response:</p> <p>Klear.ai's platform integrates seamlessly with a wide range of third-party systems and services including financial systems (for payment processing and check reconciliation), HRIS systems, document management platforms, email/SMS communication tools, and business intelligence tools such as Power BI. It also supports integration through secure RESTful APIs and secure file transfers (SFTP), enabling real-time and batch data exchanges with external systems.</p>	
SD-5	What software, if any, is required on the desktop?	<p>Klear.ai's Response:</p> <p>No additional desktop software is required to operate the Klear.ai solution. The platform is fully SaaS-based and accessible via any modern web browser such as Google Chrome, Microsoft Edge, or Mozilla Firefox, providing full functionality without the need for local installations.</p>	
* Go to Step 3 - AI Factsheet (if applicable)*			

City of San Diego - Step 3 - AI Factsheet

IT AI Factsheet for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)

ID	Question	Vendor Response (Required)	Guidance / Directions / Sample Responses
AI-FS	AI Factsheet Product Questions (AI-FS)		
AI-FS-1	AI Vendor Name, Contact Email, Today's Date. Provide the vendor who supplies the AI functionalities.	Klear.ai's Response: Klear.ai is the AI vendor and provider of proprietary Native AI models built in-house, drawing from years of claims, and risk management experience.	XYZ Labs, Jane Doe, Senior VP, jdoe@xyzlabs.com, 2/26/2025 Pothole Classifier and Pothole Predictor
AI-FS-2	System Name	Klear.ai Predictive Analytics	Pothole Classifier and Pothole Predictor
AI-FS-3	System Version	3.8.6	Version 1.1001
AI-FS-4	AI System Overview. Brief summary of the AI system	Klear.ai's Response: Klear.ai's AI system is a modular, optional add-on offering that includes both predictive and generative Native AI functionalities designed to enhance operational efficiency and decision-making. The predictive suite includes proprietary models for reserve prediction, fraud detection, litigation propensity, claim severity, and closure likelihood—trained on extensive historical data for high accuracy and actionable insights. Klear.ai's generative AI capabilities, such as document analysis, enable automated extraction of key fields from claim-related documents, which are then indexed and linked to the appropriate case records. Additionally, Klear.ai includes KlearGPT, a generative AI assistant that can summarize claim narratives, surface action items, and assist with intelligent search across documentation—streamlining workflows and enhancing productivity.	The AI system will utilize street-level images of the roads to identify and classify potholes and determine their densities. The information gathered, including additional relevant data (e.g. street characteristics, historical weather patterns, traffic, etc.) will be utilized to create a pothole predictor to predict where the highest pothole densities are likely to develop.
AI-FS-5	Purpose. What function does the AI system perform, and for what purpose? If the system performs multiple functions, list each discretely and address each herein and below. For features that are configurable, describe all configuration options and default settings.	Klear.ai's AI system performs multiple core functions through its predictive and generative Native AI capabilities, each designed to improve accuracy, reduce manual workload, and enhance risk mitigation in the claims lifecycle. The primary predictive models include: Reserve Prediction Model - estimates appropriate reserves at FNOL and through claim progression. Fraud Detection Model - flags potentially fraudulent claims based on behavioral and historical patterns. Litigation Propensity Model - identifies claims likely to result in litigation. Severity & Closure Models - project claim severity and estimate time to closure. In addition, Klear.ai's Generative AI services include: Document Intelligence - automatically analyzes and extracts data from unstructured documents, mapping them to fields and indexing them to related claims. KlearGPT - enables narrative summarization and intelligent search, providing contextual insights. All AI modules are configurable: users can set model sensitivity thresholds, define routing rules based on model outputs, and customize which user roles receive	Pothole classifier: Utilize street-level images to determine the presence of potholes. Pothole predictor: Utilize street characteristics, weather, traffic, and potholes' classifications to predict pothole density.
AI-FS-6	Intended Domain. What domain is the AI system intended to be applied in?	Klear.ai's Response: The AI system developed by Klear.ai is specifically designed for use in the claims and risk management domain, with targeted applications across insurance, public sector risk pools, and self-insured entities. The models are trained and fine-tuned using extensive datasets comprising claim histories, incident records, litigation patterns, and related documentation to support functions such as early severity identification, reserve prediction, fraud detection, and litigation forecasting. The generative AI features are also domain-specific, optimized to process insurance-related documentation, automate triage, and enhance workflow efficiency within incident reporting, claims management, and compliance monitoring.	The AI systems will be applied in computer vision (pothole classifier) and machine learning (pothole predictor) domain
AI-FS-7	Training Data. How was the AI system trained? What data will be used? How often is data added to the training set? Was all training data legally obtained and its use fully licensed?	Klear.ai's Response: Klear.ai's Native AI models are trained using client-provided data from the past 6 months, which is legally obtained and fully licensed for use. This historical data is highly valuable in identifying trends and patterns, and includes all relevant structured and unstructured claim information. Training is conducted periodically and can be refreshed based on client needs or upon integration with new datasets.	The pothole classifier will be trained with street-level imagery (either Fugro's images from the 2023 OCI evaluation and/or Google's street view). The street-level imagery are updated either in the next OCI evaluation or Google's next survey. The pothole predictor will be trained with weather, traffic, street characteristics, and pothole classification data. Weather and traffic data may be updated daily. All training data was legally obtained and is fully licensed.

AI-FS-8	<p>Test Data. What data was used to test system performance? Under what conditions has the system been tested?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai tests model performance using the same client dataset through a 70/30 training-to-testing data split. Additionally, the most recent 6 months of data are evaluated separately to simulate real-world performance and assess forward-looking predictive accuracy. This dual-validation approach ensures that the models generalize well and remain reliable under future operating conditions.</p>	<p>The test set for the pothole classifier is also part of the street-level images. There was a 70:20:10% split of the data into train:val:test.</p> <p>The test set for the pothole predictor is the pothole density from the pothole predictor.</p>
AI-FS-9	<p>Model Information. General description of the model(s) used (e.g., large language model, transformer, deep learning, supervised learning, built on an existing open source model, computer vision). If applicable, include details on any Retrieval-Augmented Generation (RAG) capabilities or similar external knowledge integration techniques.</p>	<p>Klear.ai's Response:</p> <p>Klear.ai employs a diverse set of Native AI models tailored to specific business use cases. These include supervised learning models, deep learning neural networks, and traditional statistical techniques, all trained on legally obtained historical claims and incident data. For generative AI functionalities such as summarization, document indexing, and contextual analysis, Klear.ai utilizes Retrieval-Augmented Generation (RAG) techniques as part of its KlearGPT offering. RAG is specifically deployed within generative AI modules to enhance relevance and traceability of outputs.</p>	<p>The pothole classifier is a computer vision model that classifies potholes.</p> <p>The pothole predictor is a deep learning model that performs prediction.</p>
AI-FS-10	<p>Update Procedure. In general, how often are the models updated for users? Will the user have a choice in moving to the updated model or staying on the current model? What documentation is available for new versions of the model?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai's Native AI models are designed to be self-learning and are retrained on a monthly basis using the most recent and relevant data to ensure continued accuracy and performance. Each model update is internally cleaned and validated, and while updates are seamless, Klear.ai provides clients the flexibility to review and accept updates based on their operational readiness. Documentation for each model version, including change logs and performance metrics, can be made available upon request.</p>	<p>The pothole classifier can be updated when additional street-level images are updated from the next OCI evaluation or Google Street's next survey. The pothole predictor may be updated with daily weather and traffic data.</p> <p>Previous models can be saved and utilized after updated models are generated.</p> <p>The documentation is provided by XYZ Labs.</p>
AI-FS-11	<p>Inputs and Outputs. What are the inputs to the AI system? What are its outputs? What interfaces and integrations are supported?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai's AI platform processes structured claims, incident, and policy-related data as inputs. These inputs typically include variables such as claim types, dates, claimant details, injury descriptions, costs, and historical outcomes. The outputs are predictive insights including reserve forecasts, litigation likelihood, and other projections. The platform supports API integrations and secure SFTP for interfacing with third-party systems such as claim management solutions, HR systems, or data lakes.</p>	<p>Pothole Classifier: Input: street-level images Output: csv of locations of potholes</p> <p>Pothole Predictor: Input: weather, traffic, street characteristics, pothole data from pothole classifier Output: csv street segments with predicted pothole density</p>
AI-FS-12	<p>Data Protection. Please provide a high-level description of the compensating controls your proposed system has implemented to protect our organization's data used for training and interaction, including end-user prompting. Specifically address security measures, auditing processes, and protections in place, especially for regulated data such as PHI, CJIS, PII, and HIPAA.</p>	<p>Klear.ai's Response:</p> <p>Klear.ai is SOC 2 Type 2 compliant and enforces robust security controls to safeguard sensitive data such as PHI, PII, and HIPAA-regulated content. All data is encrypted at rest and in transit using industry-standard AES-256 and TLS 1.2+. Additionally, audit logging and access monitoring ensure end-user activity is tracked, while configurable data retention and purging policies help ensure data is deleted securely and in compliance with applicable regulations.</p>	
AI-FS-13	<p>Performance Metrics. What are the performance metrics? What is your current level of performance on these metrics? How can the user monitor performance in the deployment environment?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai evaluates AI model performance using standard classification and regression metrics such as confusion matrices, precision/recall, accuracy, and R² (coefficient of determination). These indicators help us assess predictive quality and accuracy across business outcomes. Performance is continuously monitored through internal dashboards and can be reported to clients as needed, with model metrics transparently reviewed during validation and post-deployment monitoring phases.</p>	<p>Pothole Classifier: Metric: Area under the curve (AUC)</p> <p>Pothole Predictor: Metric: Root mean square error (RMSE)</p> <p>XYZ Labs provide update reports on the performance For reference: https://www.sanjoseca.gov/home/showpublisheddocument/114737</p>
AI-FS-14	<p>Bias. What biases does the tool exhibit, and how does it handle them? This may include (but is not limited to) biases about identifiers such as gender, race, socioeconomic status, disability, culture, age, or other protected classes, or biases on general factors such as a sampling bias, survivorship bias, detection bias, or observer bias.</p>	<p>Klear.ai's Response:</p> <p>Klear.ai takes a deliberate and responsible approach to bias mitigation in AI model development. We exclude any bias-inducing attributes—such as race, gender, or socioeconomic status, during feature selection and model training. Our modeling protocols include regular fairness audits, and we monitor outcomes to prevent sampling or detection biases from influencing predictions.</p>	<p>Street-level images do not take images of half of the road for some road segments, so there is potential for selection bias. The training set for the pothole classifier may contain measurement bias from the initial determination of what qualifies as a pothole.</p> <p>A bias factor can be incorporated into the neural network models to adjust for potential biases.</p>

AI-FS-15	<p>Robustness. How does the AI system handle outliers? Do overwritten decisions feed back into the system to help calibrate it in the future?</p>	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai's AI models account for outliers during the development stage through standard data preprocessing techniques, such as capping extreme values or excluding anomalies based on statistical thresholds. This ensures stability and generalization of model performance. While overwritten decisions do not directly retrain the model, they are logged for business review and may influence future model tuning or retraining cycles.</p>	<p>Pothole classifier involve convolutional neural network (CNNs) that can be trained to learn features of normal data and can identify outliers from deviations from the learned features.</p> <p>Outliers for the pothole predictor may lead to a number of issues such as vanishing gradient problem. The pothole predictor can contain an outlier identifier system and remove outliers from the neural network.</p>
AI-FS-16	<p>Optimal Conditions. What conditions does the model perform best under? Are there minimum requirements for the quantity of records/observations?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai's predictive models perform optimally when trained on historical datasets spanning a significant time period (e.g. 6 months) and containing a broad range of claim types and attributes. Variety in claim categories, jurisdictions, and outcomes ensures the models can generalize effectively and generate accurate predictions across diverse scenarios. While there is no fixed minimum record requirement, higher data volume and diversity yield stronger and more stable models.</p>	<p>Both the pothole classifier and pothole predictor involve deep learning so on the order of thousands of records will be the minimum needed for training.</p>
AI-FS-17	<p>Poor Conditions. What conditions does the model perform poorly under? What are the limitations of the AI system? What kinds of errors can it make (e.g., hallucinations) and what conditions make those errors more likely?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai's predictive models may exhibit reduced performance under conditions involving highly sparse data, incomplete records, or edge-case scenarios not represented in the training data. In such cases, the models may produce lower confidence predictions or less relevant insights. While hallucinations are uncommon due to strict structured data modeling, reliance on poor-quality or outdated input increases the likelihood of anomalies.</p>	<p>The quality of street-level images will likely affect the pothole classifier. Poorer quality images would lead to greater misclassifications. Both the pothole classifier and pothole predictor can be prone to vanishing gradients, overfitting, imbalanced datasets, and other common deep learning issues leading to poor results. Regulation techniques can be utilized to mitigate those issues.</p>
AI-FS-18	<p>Explanation. How does the AI system explain its predictions? Are the outcomes of the AI system understandable by subject matter experts, users, impacted individuals, and others?</p>	<p>Klear.ai's Response:</p> <p>Klear.ai leverages SHAP (SHapley Additive exPlanations) and other explainability SDKs to provide clear and interpretable insights into model predictions. These tools highlight feature importance and show how each input influenced the outcome, making model decisions understandable by subject matter experts, claim handlers, and other end users. This approach promotes transparency and user trust wherever possible in the decision-making process.</p>	<p>Both systems use a deep neural network, which largely remains a black box when it comes to explainability of results and predictions. In the case of the pothole predictor, convolutional neural network can use activation maximization to identify features in the image that maximizes activation of specific neurons. For the pothole predictor, general feature importance analysis can be done to identify input features that had the most influence on the prediction.</p>
AI-FS-19	<p>Jurisdiction-specific considerations. Please describe any considerations relevant to local, state, industry, or other specific jurisdictional regulations.</p>	<p>Klear.ai's Response:</p> <p>Klear.ai's models are trained using client-specific data, and model development is not directly impacted by jurisdictional boundaries. However, we ensure compliance with applicable local, state, and industry regulations through secure data handling practices, encryption, and configurable governance controls, even though these regulations do not influence algorithmic outcomes.</p>	
<p>* Go to Step 4 -- AI Impact Assessment *</p>			

City of San Diego - Step 4 - AI Impact Assessment

IT AI Impact Assessment for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)

ID	Question	Vendor Response (Required)	Guidance / Directions / Sample Responses
AI-IA	AI Impact Assessment (AI-IA)		
AI-IA-1	Will the AI solution use City Data?	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai's AI solution may utilize City data in a limited and controlled manner exclusively for the purposes of training, testing, and enhancing predictive accuracy solely for the City's use. This usage is governed by strict data privacy and security protocols, and no City data will be exposed in reporting outputs or external processes. All training is conducted in secure environments with encryption in transit and at rest, ensuring full confidentiality and compliance.</p>	<p>Yes, City data such as road characteristics, PCI score, and pothole reports submitted via the City's "Get it Done" application will be utilized.</p>
AI-IA-1a	If yes, to the best of your ability, name the expected Source System, expected source database tables, and list the databased field(s) with the data type and a text description of what that field captures.	<p>Klear.ai's Response:</p> <p>Yes, the AI solution will use City data from the claims management and data management systems for training, testing, and reporting purposes. Expected data will include fields like claim number, date of loss, incurred amount, and claim status. They are all stored in standard claims-related tables and used to improve prediction accuracy.</p>	<p>Source system: Cartograph; Tables used include: TASK_POINT and Pavement_evw; Task_point fields used include: IAMFLOC (text, unique identifier for street segments), Stop date (date time, date of condition assessment measurement); Pavement_evw fields used include: IAMFLOC (text, unique identifier for street segments), LAST_PCI (float, pavement condition score from last condition assessment)</p>
AI-IA-2	How is the AI tool monitored to identify any problems in usage? Can outputs (recommendations, predictions, etc.) be overwritten by a human, and do overwritten outputs help calibrate the system in the future? Problems in usage may include false negatives, false positives, biases, hallucinations, and/or human-reported quality issues (such as poor translations or poorly generated images).	<p>Klear.ai's Response:</p> <p>The AI tools are monitored through periodic output testing and performance validation to ensure accuracy, fairness, and consistency. While model outputs are not automatically overwritten, business user feedback can be collected and used to refine or retrain models in future updates, allowing for continual improvement based on real-world usage.</p>	<p>Throughout the learning process, hyper-parameters may be tuned to adjust for issues as they are identified.</p>
AI-IA-3	How are biases managed effectively? This may include different ways to monitor bias, and/or abilities to toggle parameters to change observed bias(es) in the model.	<p>Klear.ai's Response:</p> <p>Klear.ai proactively mitigates bias in its Native AI models by excluding sensitive variables during development and validation. Our modeling process incorporates fairness assessments and routinely monitors outcomes across diverse datasets to ensure consistent and equitable performance. These practices reinforce ethical standards and safeguard trust in AI-powered automation.</p>	<p>Bias factor in neural network can be adjusted to account for potential biases.</p>
AI-IA-4	Has your company or an independent party conducted a study on the bias, accuracy, or disparate impact of the system? If yes, include methodology and results and indicate if you would be willing and able to provide the study for review. (e.g. bias impact reports, algorithmic impact reports, or others).	<p>Klear.ai's Response:</p> <p>Klear.ai has internally tested its Native AI models for accuracy, fairness, and potential disparate impacts. Our development process incorporates strict governance measures that prevent the use of bias-inducing variables, ensuring that model training and predictions are based solely on valid, outcome-related data. While no independent third-party audit has been conducted to date, we are open to sharing internal validation reports for review upon request.</p>	<p>Yes. Results from XYZ Labs can provide a report upon request.</p>
AI-IA-5	Please describe the process for users to flag issues related to bias, discrimination, and/or poor performance of the AI system? This may include, but is not limited to, ways to report inaccurate or concerning decisions/classifications made by the AI system, and/or ways to retroactively review past system actions.	<p>Klear.ai's Response:</p> <p>Klear.ai enables users to flag issues related to bias, discrimination, or model performance through direct business feedback channels, such as designated account managers or ticketing support. These flagged inputs are systematically reviewed and, where appropriate, incorporated into periodic model retraining cycles. Our AI systems are designed to support traceability of predictions, allowing retroactive audits of model outputs when concerns are raised.</p>	<p>XYZ Labs can provide the results of the models to assess for their accuracy.</p>
AI-IA-6	Describe how the Human-Computer Interaction aspect of the AI tool has been made accessible, such as to people with disabilities? Has it been assessed against any usability standards, and, if yes, what was the result?	<p>Klear.ai's Response:</p> <p>Klear.ai's user interface is designed with accessibility in mind, ensuring that all features are intuitively visible and operable for users, including those with disabilities.</p>	<p>The AI tool is only accessible via Python scripts</p>
AI-IA-7	Please share any relevant information, links, and/or resources regarding your organization's responsible AI strategy. For example: URL to any broad AI policy or strategy.	<p>Klear.ai's Response:</p> <p>Klear.ai's responsible AI strategy is built upon industry-leading standards and secure infrastructure, leveraging Microsoft Azure's Responsible AI principles as part of our deployment foundation. We align with Azure's ethical AI framework which emphasizes fairness, inclusiveness, transparency, privacy and security, reliability, and accountability. While Klear.ai does not currently maintain a public-facing Responsible AI policy URL, we inherit and operationalize these trusted guidelines in our internal model development and governance practices.</p>	<p>XYZ Labs website</p>

Exhibit F: RFP System Requirements



Proposer Name: Klear.ai

Requirement #	Requirement Description	Response	Response Description -- Describe how your proposed solution meets the requirement listed. Detail if your proposed solution meets or will meet desired functionality. You may reference your technical proposal for greater detail, but should provide at least basic information on this form.
General			
G-01	Cloud based SaaS solution with 7/24 availability	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai offers a cloud-based SaaS solution hosted on Microsoft Azure with 24/7 availability, ensuring continuous access to the platform. The system is architected for high availability and reliability, with proactive monitoring and scheduled maintenance that minimizes downtime. This allows users to operate across time zones without interruption to claims processing or reporting functions.</p>
G-02	Scalable system in both data volumes and user accounts	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai's cloud-native SaaS platform is fully scalable, designed to seamlessly support growth in both data volumes and user accounts. Hosted on Microsoft Azure, the platform dynamically allocates resources to maintain performance as client needs expand. This ensures consistent system responsiveness and reliability, regardless of scale.</p>
G-03	Multi-factor authentication (MFA), Single Sign-On (SSO), and ability for existing enterprise integration such as Active Directory	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai supports Multi-Factor Authentication (MFA), Single Sign-On (SSO), and enterprise identity integration through platforms such as Active Directory. These features enhance security and streamline user access by aligning with existing organizational identity management protocols. This ensures secure, seamless authentication for all users across the SaaS environment.</p>
G-04	Role-Based Access Control (RBAC): Client defined and administered user roles, access, permissions, financial limits	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai enables administrators to control user access based on configurable security settings through Role-Based Access Control (RBAC). Admins can define and manage user roles, permissions, and access to specific features or data, ensuring that users operate strictly within authorized boundaries. This centralized control enhances data security and supports compliance with organizational policies.</p>
G-05	Integration with SAP Financial, HR, Accounts Payable, Accounts Receivable, Organizational Management, Payroll, and Personnel modules	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai can integrate seamlessly with SAP modules including Financial, HR, Accounts Payable, Accounts Receivable, Organizational Management, Payroll, and Personnel systems. These integrations are supported via secure RESTful APIs and shared SFTP channels, enabling efficient data exchange and process automation. This flexibility allows organizations to streamline operations and maintain synchronization across enterprise systems.</p>
G-06	Support batch scheduled processing and data exchanges with other enterprise and third party systems	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai supports batch scheduled processing and automated data exchanges with other enterprise and third-party systems. This is achieved through secure integrations combined with Klear.ai's native scheduler engine, which allows organizations to configure recurring data transfers and processes to occur at predefined intervals. This ensures timely, consistent, and reliable data flow across connected systems.</p>
G-07	End-to-end encryption for data transmissions and storage	SUP	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai ensures end-to-end encryption for all data transmissions and storage. Data is encrypted both in transit and at rest using industry-standard encryption protocols, providing comprehensive protection against unauthorized access and ensuring data confidentiality throughout its lifecycle.</p>
G-08	Convert and migrate all existing claim data including images and documents for all supported lines of insurance	SUP	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai will convert and migrate all existing claims data, including images and documents, for all supported lines of insurance as part of the implementation process. This ensures a seamless transition and preserves the integrity and accessibility of historical data across all claim types.</p>
G-09	Logging of all user activity and changes within system, ability to provide audit trails	SUP	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai logs all user activity and changes within the system, with full audit trail capabilities.</p>
G-10	Ensure system complies with data protection regulations and industry standards	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai complies with leading data protection regulations and industry standards, maintaining robust security and privacy controls. The platform is certified with SOC 2 Type II and SOC 1 Type II reports, demonstrating adherence to rigorous operational and data handling standards. These certifications validate Klear.ai's commitment to protecting client data and maintaining system integrity.</p>
G-11	Allow for external access to query and/or update claims data	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai allows for views to be created to query data. Klear.ai can support the ability to update data as well, but specific requirements will need further discussion to ensure the need doesn't affect our SOC compliance.</p>
G-12	Intuitive user interfaces for all roles including customer portals	SUP	<p>Klear.ai's Response:</p> <p>The Klear.ai user interface is highly intuitive for all user roles. For external, infrequent users, most customers leverage the DataBridge module to create forms to simplify workflow.</p>
G-13	Provide client accessible test environment and database	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai will provide the City of San Diego with a dedicated User Acceptance Testing (UAT) environment and test database. This environment will be fully accessible to the client for validating configurations, testing data migration outcomes, and simulating real-world scenarios before production deployment. It ensures a smooth and risk-mitigated go-live process.</p>

			Klear.ai's Response: Yes, Klear.ai provides a comprehensive suite of system administrator tools and functionalities that empower clients to effectively control and configure the solution. These administrative features include user management, role-based access settings, workflow configurations, system parameters, and integration controls—all accessible through intuitive admin screens. This enables clients to maintain full operational governance and adaptability.
G-14	Comprehensive client system administrator tools and functions	SUP	
G-15	Ability to create client defined fields		Klear.ai's Response: Yes, Klear.ai allows clients to create and manage client-defined fields to meet specific business and operational needs, ensuring flexibility and customization without requiring code changes.
G-16	Tools for client defined, developed online forms	SUP	Klear.ai's Response: Klear.ai provides a dynamic online forms tool called Klear.ai DataBridge, which allows clients to design and deploy custom forms for various purposes such as claim intake, incident reporting, or general data collection. These forms can be accessed by both internal and external users and are capable of capturing required fields, notes, and even images. This functionality supports flexible, client-defined workflows and enhances data accuracy and completeness at the point of entry.
Claims Management and Administration			
Claims Intake			
CI-01	Ability to intake new claims via multiple methods such as web forms, email, mobile apps, API integrations, or direct data entry	SUP	Klear.ai's Response: Yes, new claims can be reported in the Klear.ai platform through its web forms. Klear.ai's dynamic web form tool—Klear.ai DataBridge—enables users to submit claims with customizable fields, notes, descriptions, and attachments such as images and documents. This flexibility streamlines the intake process and ensures completeness and accuracy of submitted information. Intake can also be accomplished through a dedicated data entry screen, or via API or traditional integration methods.
CI-02	Facilitate uploading and maintaining of supportive claim submission documents, images and video	SUP	Klear.ai's Response: Yes, Klear.ai facilitates the uploading and management of supportive claim submission materials, including documents, images, and videos. This can be accomplished through drag and drop functionality directly in the claim system, by emailing into the claim file, or by using a DataBridge form to request supplemental information to be uploaded by external users.
CI-03	Individual claim intake specific to lines of insurance and reporting safety incidents	SUP	Klear.ai's Response: Yes, Klear.ai's dynamic forms—powered by Klear.ai DataBridge—can be configured to support individual claim intake processes specific to different lines of insurance and safety incident reporting (including near-misses). These forms can be customized to include relevant data fields, required documentation, and workflows tailored to the type of incident or insurance coverage. This flexibility ensures accurate, relevant, and compliant data capture from the outset.
CI-04	Provide claim data validations to ensure completeness and accuracy prior to submission.	SUP	Klear.ai's Response: Yes, Klear.ai supports claim data validations. The ability to define required fields is also configurable. This ensures that critical information is captured accurately and completely before a claim is submitted. These validations help enforce consistency, reduce errors, and improve data quality at the point of entry.
CI-05	Utilize reference table data, client defined default values, and other enterprise systems (HR, Finance, Payroll) for auto-filling of claim data.	SUP	Klear.ai's Response: Klear.ai supports the use of reference table data, client-defined default values, and integrations with external enterprise systems (such as HR, Finance, and Payroll) to streamline and auto-fill claim data. The platform includes a dedicated reference table management screen where administrators can configure and update values. Additionally, default values can be customized by the client, and data can be pulled from third-party systems through secure API integrations to ensure accuracy and reduce manual entry.
CI-06	Provide configurable claim intake workflow such as assignment, notifications, and correspondence	SUP	Klear.ai's Response: Klear.ai provides a fully configurable claim intake workflow powered by its business rules engine. Administrators can define automated rules to assign specific types of claims to designated managers, trigger notifications based on custom criteria, and manage correspondence throughout the claim lifecycle. These workflow configurations ensure timely action, accountability, and alignment with organizational processes.
CI-07	Ability to detect and flag duplicate claims	SUP	Klear.ai's Response: Klear.ai's DataBridge and claim intake screens include built-in logic to detect and flag potential duplicate claims. The system evaluates key data points—such as first name, last name, incident date, and time—and automatically generates an error message if a duplicate record is identified. This helps prevent redundancy, ensures data integrity, and streamlines claim processing accuracy.
CI-08	Ability to auto-complete and validate addresses	SUP	Klear.ai's Response: Klear.ai includes built-in functionality for address auto-completion and validation. As users begin typing an address, the system intelligently suggests full address options and automatically validates the selected entry to ensure accuracy. This streamlines data entry, reduces errors, and enhances overall user efficiency during claim intake.
CI-09	Provide spell checking capability	SUP	Klear.ai's Response: Yes, Klear.ai provides built-in spell checking functionality across user input fields. Spell checking is leveraged through the users' browser (data fields) or through the editing tool for correspondence.
Claim Handling			
CH-01	Ensure compliance with all local, state and federal regulations	SUP	Klear.ai's Response: Yes, Klear.ai ensures compliance with all applicable local, state, and federal regulations. The platform is built to support regulatory frameworks such as CMS reporting, and FROI/SROI requirements, state letters, among others.

			Klear.ai's Response: Yes, Klear.ai maintains comprehensive records of claims, incidents, injuries, and claimant details, including geocoded incident locations. The platform allows users to track location data through an interactive dashboard KPI, enhancing spatial analysis and decision-making. This geolocation capability supports operational insight, regulatory reporting, and targeted risk management.
CH-02	Maintain claim, incident, injury and claimant detail including geocoded incident location	SUP	Klear.ai's Response: Klear.ai's business rules engine, called Client Handling Rules, allows for configuration of situational workflow automation based on line of business. This allows customers to configure workflows and alerts that are specific to line of insurance (as an example).
CH-03	Tools to support eligibility evaluation and waiting periods specific to line of insurance	SUP	Klear.ai's Response: Klear.ai automates FROI and SROI filings using its built-in scheduler engine, ensuring timely and accurate submission of all required data elements. The system captures and validates all necessary information during the claim process, and auto-generates the appropriate EDI transactions for regulatory reporting. This reduces manual effort and ensures compliance with jurisdictional requirements.
CH-04	Automate FROI and SROI filing ensure capture of required data elements	SUP	Klear.ai's Response: Klear.ai supports configurable rule-based workflows that ensure internal process compliance and streamline the claim review lifecycle. Administrators can define business rules to automate assignments, validations, escalations, and notifications, enabling consistent and policy-aligned decision-making. These workflows enhance efficiency, reduce manual intervention, and support organizational governance standards.
CH-05	Configurable rule-based workflows to ensure consistency and compliance with internal process and streamline review process	SUP	Klear.ai's Response: Klear.ai includes a dedicated reserve management screen equipped with an integrated calculator to support reserve calculation, evaluation, and adjustment across multiple reserves and lines of insurance. Users can easily add, update, and track reserves for each claim, ensuring accurate financial tracking and compliance with regulatory and organizational standards.
CH-06	Reserve calculation, evaluation, and adjustment for multiple reserves and lines of insurance	SUP	Klear.ai's Response: All evidentiary information—such as photos, videos, witness statements, and external party reports—can be collected and managed using Klear.ai's DataBridge module for ease of use in the field, or from directly within the claims administration solution.
CH-07	Provide investigation support for gathering of evidentiary information such as photo/video, witness statements, and external party reports	SUP	Klear.ai's Response: Klear.ai's solution is built to integrate seamlessly with ERP, CRM, and other third-party systems such as SAP, managed care providers, medical provider networks, ISO, and excess insurers. These integrations are enabled through secure APIs or shared SFTP, allowing for efficient, real-time data exchange and streamlined workflows across systems. This interoperability ensures that claims and supporting data flow securely and accurately between platforms.
CH-08	Integrate with ERP, CRM, and other third party systems such as SAP, managed care providers, medical provider networks, ISO, excess insurers, etc.		Klear.ai's Response: Klear.ai provides a dedicated To-Do screen that enables individual task management by displaying all open claims, payments, notifications, and other actionable items. This interface can be configured to reflect specific types of tasks and includes a calendar view to help users track deadlines and prioritize responsibilities. It empowers users with visibility and control over their daily workload.
CH-09	Provide tools for individual management of tasks	SUP	Klear.ai's Response: Klear.ai delivers real-time status updates through integrated email and SMS functionality within its communication module. Using the platform's automated business rules engine, users can configure triggers based on specific criteria to send timely updates to claimants or stakeholders. This ensures proactive communication and enhances the customer experience through system-driven alerts.
CH-10	Deliver real-time status updates via email, SMS, or a customer portal	SUP	Klear.ai's Response: Klear.ai provides a dedicated Work Status screen to establish and monitor return-to-work programs, employee restrictions, and accommodations. Users can track employer information, return-to-work status, important dates, lost time, modified duties, and related work restrictions in one centralized location. This helps organizations manage employee recovery timelines and compliance effectively.
CH-11	Ability to establish and monitor return-to-work programs, employee restrictions, and employee accommodations	SUP	Klear.ai's Response: Klear.ai includes a dedicated Subrogation screen where users can define, track, and manage all subrogation opportunities. This screen captures critical details such as subrogation type, status, key dates, judge information, court location, and attorney details, ensuring that recovery opportunities are proactively flagged and efficiently pursued.
CH-12	Tools to define and flag subrogation opportunities	SUP	Klear.ai's Response: Klear.ai provides a dedicated Litigation screen that enables users to track all litigation-related activities, including disputes, appeals, hearings, and settlements. The system captures comprehensive details such as litigation type, status, important dates, cause, case name, judge name, litigation budget, plaintiff information, attorney information, and court hearing schedules, ensuring thorough management of legal proceedings tied to claims.
CH-13	Litigation tools to track disputes, appeals, hearings, and settlements	SUP	Klear.ai's Response: Klear.ai offers an integrated optional proprietary fraud detection tool powered by Native AI technology, which automatically analyzes claims and flags those that exhibit suspicious or irregular characteristics. When a claim is identified as suspicious, the system highlights the key indicators and reasons for the fraud designation, supporting early investigation and proactive fraud management.
CH-14	Integrated fraud detection, investigation, and tracking tools	SUP	

			Klear.ai's Response: Yes, Klear.ai allows users to easily select single or multiple claims for reassignment to another adjuster. Using the Claim Search screen, users can apply preferred criteria and filters, multi-select claims using checkboxes, and then utilize the "Replace" button to transfer and reassign the selected claims efficiently. This feature streamlines workload balancing and reassignment processes.
CH-15	Ability to select single or multiple claims to transfer and assign to another adjuster	SUP	
			Klear.ai's Response: Klear.ai's solution supports the movement of individual payment records from one claim to another. Administrators can access a payment record, click the "Correct" button, and reassign the payment to a different claimant by looking up and selecting the appropriate claim number. This ensures proper financial tracking and correction when needed.
CH-16	Ability to select single or multiple payment histories and move to another claim	SUP	
			Klear.ai's Response: Worksheets are specific to line of insurance.
CH-17	Client defined integrated worksheets specific to line of insurance	SUP	
	Document Management		
			Klear.ai's Response: Klear.ai provides a centralized Document Inbox screen where all claim-related files can be securely stored and managed. The system supports a wide range of file types including JPG, DOCX, XLSX, PDF, MP3, MP4, and more, ensuring that all necessary documentation, media, and supporting materials are easily accessible from a single location.
DM-01	Provide centralized document repository for all claim related files	SUP	
			Klear.ai's Response: Klear.ai fully supports the uploading, downloading, retrieval, and viewing of a wide range of claim-related documents, including forms, medical reports, correspondence, supporting evidence, and invoices. All files are securely managed within the centralized Document Inbox, allowing users to efficiently access and organize critical claim documentation.
DM-02	Support uploading, downloading, retrieval and viewing of forms, medical reports, correspondence, supporting evidence, invoices, etc.	SUP	
			Klear.ai's Response: Yes, Klear.ai allows users to select multiple documents from the centralized communication screen on a claim and package them for export or direct delivery. Packaged documents can be emailed or exported directly from the system to external service providers, streamlining document sharing and enhancing operational efficiency.
DM-03	Ability to select multiple documents and package for exporting/delivering to external service providers	SUP	
			Klear.ai's Response: Yes, Klear.ai allows documents received from third parties to be imported and attached directly to the appropriate claims. Each document is tagged with the corresponding claim number upon import, ensuring organized storage, easy retrieval, and accurate association within the system.
DM-04	Import and attach documents to appropriate claims from third parties	SUP	
			Klear.ai's Response: Yes, Klear.ai fully supports multiple file formats, including JPG, DOCX, XLSX, PDF, MP3, MP4, MOV, and more. This flexibility allows users to upload, store, and manage a wide variety of document types and multimedia files associated with claims, ensuring comprehensive record-keeping and easy access to critical information.
DM-05	Support multiple file formats (JPG, DOCX, XLSX, PDF, MP3, MP4, MOV)	SUP	
			Klear.ai's Response: Yes, Klear.ai provides the ability to search across all claim-attached documents efficiently. Users can perform document searches based on metadata, claim numbers, document types, or other searchable fields, ensuring quick retrieval and comprehensive visibility into all files associated with a claim.
DM-06	Ability to search entirety of claim attached documents	SUP	
	Workflow Automation		
			Klear.ai's Response: Klear.ai enables the creation of configurable workflows to ensure consistency and compliance with internal processes and to streamline the review process. Administrators can create automated business rules for approvals, task assignments, or notifications by setting trigger conditions based on specific criteria and events. This flexibility helps organizations enforce policies and improve operational efficiency.
WF-01	Configurable workflows to ensure consistency and compliance with internal process and streamline review process	SUP	
			Klear.ai's Response: Yes, Klear.ai enables rule-based automation to support activities such as assigning claims, generating letters and notifications, setting reserves, creating tasks, and adding file notes. These actions can be automated by creating business rules that trigger based on specified criteria and events, streamlining workflows and reducing manual intervention.
WF-02	Rule based automation such as assigning claims, generating letters and notifications, setting reserves, generating tasks, file notes	SUP	
			Klear.ai's Response: Klear.ai provides task management tracking with automated notifications and reminders for critical activities, including tasks, missing documentation, missing data, and decision deadlines. These automated alerts are configured through the business rules engine to ensure timely action, helping users stay organized, meet deadlines, and maintain compliance.
WF-03	Task management tracking including automated notification and reminders for critical tasks, missing documentation, missing data, decision deadlines	SUP	
			Klear.ai's Response: Klear.ai supports automated escalation processes for delayed or unresolved actions on claims through its configurable business rules engine. Administrators can set escalation triggers based on time thresholds, missing actions, or unresolved statuses, ensuring that claims receive timely attention and preventing bottlenecks in workflow management. This can include automation for sending notification to respected stakeholders, creating tasks, notes and more.
WF-04	Automate escalation processes for delayed or unresolved actions on claims	SUP	
	Payment and Invoicing		
			Klear.ai's Response: Yes, Klear.ai supports integration for batch payment processing and bi-directional data exchange of payment and check information. Payment details can be securely exchanged between the Klear.ai platform and other city systems using secure APIs or shared SFTP, ensuring accurate, timely, and efficient financial data synchronization.
PI-01	Integration for batch payment processing, bi-directional data exchange of payment and check information	SUP	

PI-02	Calculate disability, wage replacement, and settlement amounts and payments as applicable for each line of insurance based on jurisdictional rules and client procedures	SUP	Klear.ai's Response: Yes, Klear.ai enables the calculation of disability, wage replacement, and settlement amounts and payments through its dedicated Reserve and Payment screens. Using the integrated "Calculations" button, users can perform these calculations easily and accurately based on jurisdictional rules and client-specific procedures, ensuring consistency and compliance across all insurance lines.
PI-03	Ability to create and schedule partial, recurring and one-time payments on different schedules (daily, weekly, bi-weekly, monthly, day of week)	SUP	Klear.ai's Response: Yes, Klear.ai allows users to create and schedule partial, recurring, and one-time payments on flexible schedules, including daily, weekly, bi-weekly, monthly, or by specific day of the week. These payments are managed through Klear.ai's native scheduler engine, ensuring timely and automated financial transactions aligned with claim requirements.
PI-04	Track payments and automatically adjust reserves	SUP	Klear.ai's Response: Yes, Klear.ai's solution is capable of tracking payments and automatically adjusting reserves. When a payment is made against a claim, the system recalculates and updates the remaining reserve amounts accordingly, ensuring real-time financial accuracy and simplifying reserve management.
PI-05	Support various payment methods such as ACH, check, digital wallets	SUP	Klear.ai's Response: Klear.ai supports a variety of payment methods, including ACH, checks, adjustments, vouchers, and paper transactions. This flexibility ensures that organizations can align claim disbursements with their preferred financial workflows and meet the diverse needs of claimants and service providers.
PI-06	Provide audit and reconciliation functionality	SUP	Klear.ai's Response: Audit and recon capabilities are available in the system.
PI-07	Role based ability to approve, create, cancel, or void payments	SUP	Klear.ai's Response: Klear.ai enables role-based control over payment-related actions, allowing administrators to define which users have the ability to approve, create, cancel, or void payments. This ensures that payment activities are managed securely and align with the organization's internal access and authorization policies.
PI-08	Derive and/or allow direct entry of accounting information	SUP	Klear.ai's Response: Accounting information can be entered into the system or derived from supporting records.
PI-09	Allow for multiple lines of accounting for splitting payment between funds/accounts	SUP	Klear.ai's Response: Yes, Klear.ai supports multiple lines of accounting, allowing payments to be split between different funds or accounts. This flexibility enables organizations to accurately allocate financial transactions across various cost centers, funding sources, or accounting structures based on claim-specific requirements.
PI-10	Ability to generate and track loss recovery invoicing and payments received	SUP	Klear.ai's Response: Yes, Klear.ai provides the ability to generate and track loss recovery invoicing and payments received. Each payment is tracked with a dedicated payment ID along with associated records such as payee details, transaction dates, and other relevant financial information, ensuring complete visibility and accountability for recovery activities.
Communication and Collaboration			
CC-01	Internal messaging system to support communications between team members, adjusters, supervisors, and management	SUP	Klear.ai's Response: Klear.ai's Communication screen within the claim file supports communication and file collaboration between team members, adjusters, supervisors, and management.
CC-02	Claimant portal for direct communication and access to view status updates, request/submit documentation, and notifications	SUP	Klear.ai's Response: Klear.ai provides an optional claimant app that can be used to facilitate claimant direct access to claim information. Alternatively, the base product supports automated texts and/or emails to claimants to provide real-time information as needed.
CC-03	Integrated email and SMS capabilities	SUP	Klear.ai's Response: Yes, Klear.ai provides integrated email and SMS capabilities within its platform. Users can automate and manually send communications through either channel, supporting real-time notifications, status updates, and enhanced engagement with claimants and stakeholders.
CC-04	Facilitate third party communications, data sharing, and direct data entry with client defined restrictions	SUP	Klear.ai's Response: Yes, Klear.ai facilitates third-party communications, data sharing, and direct data entry with client-defined restrictions. Administrators can control user access and permissions, ensuring that third-party users have the appropriate level of access while maintaining the security and integrity of sensitive claim information.
CC-05	Chatbot or other support option for answering common queries	SUP	Klear.ai's Response: Klear.ai provides an optional tool called KlearGPT that allows users to ask questions based on data in the system.
CC-06	Provide context-sensitive help screens that contain text or graphical information, and can be user customized.	SUP	Klear.ai's Response: Help screens are available for users and can be customized based on the City's requirements.
Reporting and Analytics			
Dashboards			
RA-01	Provide real-time views to manage caseloads such as status, type, adjuster, severity	SUP	Klear.ai's Response: Yes, Klear.ai provides real-time views to manage caseloads through a dedicated To-Do List screen. This screen highlights open tasks, claims, and other workload items and can be fully configured to display information such as status, type, adjuster assignment, and claim severity, helping users and supervisors effectively prioritize and manage caseloads.
RA-02	Customizable dashboard templates for key performance indicators, average settlement time, reserve adequacy, claim closure rates	SUP	Klear.ai's Response: Yes, Klear.ai offers configurable dashboards that allow users to create visual displays of key performance indicators such as average settlement time, reserve adequacy, and claim closure rates. With integrated Power BI functionality, users can drag and drop KPIs to build customized dashboards tailored to their specific reporting and management needs.

			Klear.ai's Response: Yes, Klear.ai allows the creation of custom dashboards for enterprise-level tracking and reporting of claims experience. Using the Integrated Power BI functionality, users can drag and drop KPIs and other data elements to build customized dashboards, providing dynamic, real-time insights into claim trends, performance metrics, and operational efficiency.
RA-03	Ability to create custom dashboards for enterprise tracking/reporting of claims experience	SUP	Klear.ai's Response: Yes, Klear.ai allows dashboards to be exported in multiple formats, including DOCX, XLSX, PDF, PPT, and JPG. This functionality provides users with flexibility to share, archive, and present critical claims and performance data in the format that best fits their organizational needs. VSDX is not supported at this time.
RA-04	Allow for exporting of dashboards in multiple formats (DOCX, XLSX, PDF, JPG, VSDX)	SUP	Klear.ai's Response: Yes, Klear.ai features a proprietary Reserve Prediction Model that supports forecasting and cost estimation modeling. This predictive capability enables organizations to project future claim costs accurately, optimize reserve setting, and make informed financial and operational decisions based on advanced analytics.
Analytics			
RA-05	Forecasting and cost estimations modeling	SUP	Klear.ai's Response: Yes, Klear.ai leverages proprietary Severity and Fraud Detection Models that use predictive analytics to identify high-risk and potentially fraudulent cases. This model continuously analyzes claim data patterns, automatically flags suspicious activities, and highlights key risk indicators, enabling proactive investigation and risk mitigation.
RA-06	Predictive analytics for identifying high-risk and fraud cases	SUP	Klear.ai's Response: Yes, Klear.ai provides descriptive Power BI dashboards to analyze trends, claim categories, loss ratios, and other critical insights. These dashboards offer real-time visualization and reporting capabilities, enabling organizations to identify patterns, monitor performance metrics, and make data-driven decisions effectively.
RA-07	Tools to analyze trends, claim categories, loss ratios and other insights	SUP	
Reporting			
RA-08	Provide standard report generation for all regulatory and compliance reporting	SUP	Klear.ai's Response: Yes, Klear.ai provides standard templates for regulatory and compliance reporting. Users can apply filters within these templates to generate customized reports, ensuring all regulatory, compliance, and operational reporting requirements are efficiently met with flexibility and ease.
RA-09	Capability for ad-hoc reports based on client specified criteria		Klear.ai's Response: Klear.ai supports ad hoc report and dashboard creation using integrated PowerBI.
RA-10	Provide standard and custom report templates	SUP	Klear.ai's Response: Yes, Klear.ai provides a set of standard report templates and also supports the creation of custom reports based on specific client requirements. Users can either work with Klear.ai's team to develop custom templates or utilize Klear.ai's Integrated Power BI functionality to easily drag and drop KPIs and create their own customized reports.
RA-11	Replicate existing in-use standard reports	SUP	Klear.ai's Response: Klear.ai is fully capable of replicating existing in-use standard reports to ensure continuity and meet the reporting requirements of the City. Our platform supports custom report configuration and can mirror the layout, logic, and data filters of currently utilized templates. This functionality can be implemented during the onboarding or configuration phase to minimize disruption and streamline the transition process.
RA-12	Ability to schedule reporting and automate delivery via email or FTP	SUP	Klear.ai's Response: Yes, Klear.ai enables scheduling and automated delivery of reports via email or FTP using Klear.ai's Automated Scheduler Engine. This functionality ensures timely and consistent report distribution without manual intervention, supporting operational efficiency and compliance needs.
RA-13	Security and system configuration audit trails	FUT	
RA-14	Ability to print reports, analytics, and dashboard	SUP	Klear.ai's Response: Yes, Klear.ai allows users to print reports, analytics, and dashboards easily by using the available print functionality. Users can simply click the print button on the relevant screens to generate hard copies or save the outputs digitally as needed.
Incident Reporting & Tracking			
EHS-01	Ability to submit workplace incidents, minor injuries, near misses, first aid, hazards, exposures and vehicle accidents via multiple methods such as web forms, email, mobile apps, API integrations, or direct data entry	SUP	Klear.ai's Response: Yes, new incidents (and near misses) can be reported in the Klear.ai platform through its web forms. Klear.ai's dynamic web form tool—Klear.ai DataBridge—enables users to submit claims with customizable fields, notes, descriptions, and attachments such as images and documents. This flexibility streamlines the intake process and ensures completeness and accuracy of submitted information. Intake can also be accomplished through a dedicated data entry screen, or via API or traditional integration methods.
EHS-02	Support mapping/geocoding of incident locations	SUP	Klear.ai's Response: Yes, Klear.ai maintains comprehensive records of claims, incidents, injuries, and claimant details, including geocoded incident locations. The platform allows users to track location data through an interactive dashboard KPI, enhancing spatial analysis and decision-making. This geolocation capability supports operational insight, regulatory reporting, and targeted risk management.
EHS-03	Provide the capability to attach, upload, and import supporting incident documentation such as photos, videos, diagrams, maps, etc.	SUP	Klear.ai's Response: Yes, Klear.ai facilitates the uploading and management of supportive incident materials, including documents, images, and videos. This can be accomplished through drag and drop functionality directly in the claim system, by emailing into the claim file, or by using a Databridge form to request supplemental information to be uploaded by external users.

	Ensure Cal/OSHA regulatory and reporting compliance		Klear.ai's Response: Klear.ai complies with Cal/OSHA regulatory and reporting requirements. The platform enables scheduling and automation of Cal/OSHA reporting through its native scheduler engine, ensuring timely, accurate, and compliant data submissions aligned with jurisdictional standards.
EHS-04		SUP	
EHS-05	Track, trace, and assess exposures such as air, hearing, chemical, and biological illness by exposure group, person, and location/work environments	SUP	Klear.ai's Response: Yes, Klear.ai provides the capability to track, trace, and assess exposures—including air, hearing, chemical, and biological illnesses—through its dedicated exposure tracking screen. This functionality is directly linked to each claim or incident and allows monitoring by exposure type, individual, group, and workplace location.
EHS-06	Provide full lifecycle incident management, including incident classification, prioritization, investigation, citation, abatement, corrective actions, and penalty, etc.	SUP	Klear.ai's Response: Yes, the Klear.ai solution offers complete lifecycle incident management—covering initial intake, classification, prioritization, investigation, citation, abatement, corrective actions, penalties, and eventual conversion to claims and settlement. This end-to-end capability ensures regulatory alignment, accountability, and streamlined operational handling across all incident types.
EHS-07	Safety-specific dashboards and standard reporting such as Incident rate and safety audit reports	SUP	Klear.ai's Response: Yes, Klear.ai provides safety-specific dashboards and standard reporting features, including incident rate tracking and safety audit reports. The platform includes a suite of pre-built templates and enables users to build configurable dashboards using Integrated Power BI functionality—allowing users to drag and drop KPIs for safety insights and trend analysis.
EHS-08	Provide root cause analysis and diagrams such as fishbone, five whys, etc.	SUP	Klear.ai's Response: Klear.ai supports RCA diagrams with multiple levels of causation supported.
EHS-09	Maintain records of employee safety training and certifications	SUP	Klear.ai's Response: Yes, Klear.ai allows tracking and maintenance of employee safety training and certification records.
EHS-10	Track and notify of upcoming and overdue certification renewals	SUP	Klear.ai's Response: Yes, Klear.ai enables users to track and receive alerts for upcoming and overdue certification renewals by configuring automated business rules. Administrators can set trigger conditions based on custom criteria such as renewal dates to automatically generate notifications, tasks, or reminders to ensure compliance and timely action.
EHS-11	Provide risk assessment tools for identification and mitigation of workplace hazards	SUP	Klear.ai's Response: Klear.ai's loss prevention/audit module allows for customers to create any number of loss prevention assessment forms. Once assessments are completed, users can assign and track appropriate corrective actions. Assessment reports can also be generated out of the system and sent to the appropriate parties for action.
EHS-12	Provide templates for job/role based safety analysis	SUP	Klear.ai's Response: Safety analysis templates can be job and/or role specific as needed.
EHS-13	The system should be able to support Safety Data Sheet (SDS), a document that outlines information and procedures for handling and working with chemicals. It must meet the GHS standards and be in compliance with state and federal regulations.	SUP	Klear.ai's Response: The City can upload and store Safety Data Sheets in the system.
Policy Management			
PM-01	Provide templates for multiple policy types	SUP	Klear.ai's Response: Policy entry templates are available by line of business.
PM-02	Ability to draft, edit, and approve policies with version control tracking	SUP	Klear.ai's Response: Policy records can be managed through a draft and approval process.
PM-03	Multi-level workflows for review, approvals, renewals, communication and notifications	SUP	Klear.ai's Response: Yes, Klear.ai supports multi-level workflows through its configurable automated business rules engine. Users can create triggers for reviews, approvals, renewals, communications, and notifications by defining specific criterias. This ensures consistency, compliance, and efficient task progression across departments.
PM-04	Centralized storage for all policies and certificates of insurance with categorized folders and tagging.	SUP	Klear.ai's Response: Policy documents and certificates of insurance can be stored on the appropriate record and tagged using meta data fields.
PM-05	Maintain property information, schedules, and inspections (buildings, aircraft, vehicles)	SUP	Klear.ai's Response: Yes, Klear.ai enables the storage and management of property-related information including buildings, vehicles, and aircraft through its exposure tracking screen. This module allows detailed entry and tracking of data such as property values, inspection schedules, maintenance records, and other critical asset details, supporting comprehensive property oversight and risk mitigation.
PM-06	Track premium allocations by assets and departments	SUP	Klear.ai's Response: Klear.ai can associate premium costs to assets and departments. We simply need to understand the City's requirements for calculation.
PM-07	Generate standard letters such as letters of self-insurance	SUP	Klear.ai's Response: Yes, the Klear.ai platform enables the creation and management of standard letters, including letters of self-insurance, directly from the communication screen. Template-based letters are pre-configured in the system with dynamic field mappings, allowing the platform to auto-populate letter content with relevant claim data at the time of generation for seamless, consistent communication.
PM-08	Provide log and audit trail reporting	SUP	Klear.ai's Response: Yes, Klear.ai provides comprehensive log and audit trail reporting. Users can view "audit trails" through the "history" feature embedded at the top of most screens, allowing them to track recent activities, data changes, and user actions in a transparent and accessible format.

			<p>Klear.ai's Response:</p> <p>Klear.ai fully supports compliance with industry-specific regulatory frameworks such as HIPAA through robust data privacy and security protocols. The platform has undergone SOC 2 Type II audits, ensuring that it adheres to strict controls regarding the confidentiality, integrity, and availability of data. These certifications confirm that Klear.ai's operational practices meet and exceed leading regulatory standards.</p>
PM-09	Support for industry specific regulatory frameworks (GDPR, HIPAA, etc.)	SUP	<p>Klear.ai's Response:</p> <p>Yes, the Klear.ai platform can maintain and manage insurance broker information within the solution. This includes storing all relevant contact, policy, and relationship details tied to a broker, which can be accessed and updated as needed to ensure accurate and centralized recordkeeping.</p>
PM-10	Maintain insurance broker information	SUP	<p>Klear.ai's Response:</p> <p>Klear.ai's loss prevention/audit module allows for customers to create any number of loss prevention assessment forms. Once assessments are completed, users can assign and track appropriate corrective actions. Assessment reports can also be generated out of the system and sent to the appropriate parties for action.</p>
PM-11	Provide tools for risk assessments		

Exhibit G: RFP Interrogatories



Vendor Name: Klear.ai

Requirement #	Interrogatories	Proposal's Response
	System Capabilities	
I-01	Please describe the SaaS platform you provide, including its purpose, features, and the services offered	<p>Klear.ai's Response:</p> <p>Klear.ai provides a modern, cloud-native RMIS (Risk Management Information System) platform delivered via SaaS architecture, designed to streamline and automate every facet of risk, claims, and safety program administration. The purpose of the platform is to increase operational efficiency, reduce claims costs, and provide actionable insights through advanced analytics. Key features include configurable claims management, policy tracking, loss run reporting, incident intake and investigation management, exposure and property tracking, loss prevention, integrated communications, automated workflows, and robust data integrations with third-party systems. Built with secure Microsoft Azure hosting, the solution supports regulatory compliance (SOC 2 Type II), enables predictive analytics for fraud and reserve forecasting, and offers customizable dashboards powered by Power BI.</p>
I-02	Provide a detailed description of the end-to-end claims management functionality within the system, including any related automation, workflows, and user access	<p>Klear.ai's Response:</p> <p>Klear.ai's end-to-end claims management functionality is purpose-built to manage the full claim lifecycle—from intake to resolution—across multiple lines of insurance. Claims can be reported through configurable web forms (DataBridge), with attachments, notes, and mandatory fields. Once created, claims flow through configurable, rule-based workflows that enable automated task assignments, approvals, notifications, reserve calculations, and document generation. Klear.ai's Native AI enhances the claims process by flagging potential fraud, forecasting reserve needs, and identifying subrogation opportunities. The system supports role-based access controls that limit user permissions at the screen, module, or field level, ensuring security and accountability. All activities are logged in audit trails accessible via history views or as downloadable reports.</p>
I-03	How does the system handle different claim types and lines of insurance?	<p>Klear.ai's Response:</p> <p>Klear.ai's advanced solution is designed to seamlessly manage a diverse range of claim types and insurance lines through a highly configurable and intelligent platform. The system supports General Liability (and subcoverages) and Workers' Compensation lines of business natively, while also accommodating specialized claims such as LTD. This flexibility enables insurers to manage diverse caseloads while maintaining consistency, compliance, and operational efficiency.</p>
I-04	Is the system scalable for to handle increased claim volumes and users?	<p>Klear.ai's Response:</p> <p>Yes, Klear.ai is fully scalable to handle increased claim volumes and user growth. As a SaaS solution hosted on Microsoft Azure Cloud, it is built to dynamically scale resources based on demand and can be accessed seamlessly through any modern browser. This ensures consistent performance, availability, and responsiveness even during high-volume operational periods.</p>
	System Availability and Performance	
I-05	State whether your system experienced any downtime, outages, or performance degradation during the past three years. If so, provide the duration and cause	<p>Klear.ai's Response:</p> <p>Klear.ai has not experienced any unscheduled downtime, outages, or significant performance degradation over the past three years. All system downtime during this period was limited to scheduled maintenance windows. While the platform guarantees 99% uptime, it has consistently maintained a historical system availability of over 99.8%.</p>
I-06	Explain the procedures in place to monitor the system's performance and ensure uptime, including any monitoring tools and reporting	<p>Klear.ai's Response:</p> <p>Klear.ai ensures high system availability and performance through continuous monitoring using native Azure services. These tools enable real-time tracking of key system metrics, uptime, and service health, with automated alerts and logging for proactive issue resolution. Regular reporting and performance analytics further support operational transparency and ongoing optimization.</p>
	Data Migration	
I-07	What is the process for migrating our existing claims data including steps to ensure data integrity and accuracy?	<p>Klear.ai's Response:</p> <p>Klear.ai's Data Services team will collaborate closely with the City of San Diego to manage the migration of existing claims data, ensuring a secure and accurate transition. The process includes initial data assessment, mapping, cleansing, transformation, and validation stages to maintain data integrity throughout. Multiple rounds of testing and verification are performed prior to go-live to ensure accuracy and alignment with operational requirements. It should be noted that the Klear.ai data and services team have in-depth knowledge and experience working with the City's legacy system.</p>
I-08	What limitations or challenges associated with migrating historical data?	<p>Klear.ai's Response:</p> <p>One of the key challenges in migrating historical data is ensuring consistency and accuracy across legacy formats and data sources. Variations in data structure, incomplete records, or outdated formats may require intensive data cleansing and normalization. Klear.ai addresses this through a structured validation process to ensure that the migrated data is complete, reliable, and aligns with current system requirements.</p>
	Data Management and Security	
I-09	Provide details of how client data, is stored, protected, and managed within the SaaS platform	<p>Klear.ai's Response:</p> <p>Client data on Klear.ai's SaaS platform is securely stored and managed within Microsoft Azure's cloud infrastructure. All data is encrypted both in transit and at rest, ensuring comprehensive protection against unauthorized access. In addition to encryption, role-based access controls, continuous monitoring, and regular audits are employed to maintain data integrity, confidentiality, and compliance with industry standards.</p>

I-10	Describe any security protocols implemented to prevent unauthorized access to user data, including encryption, access control measures, and any third-party audits or certifications (e.g., SOC 2, ISO 27001)	Klear.ai's Response: Klear.ai employs robust security protocols to safeguard user data against unauthorized access. These include encryption of all data in transit and at rest, strict role-based access controls, and continuous monitoring. The platform is SOC 2 Type II and SOC 1 Type II certified, affirming adherence to industry standard security and compliance practices through regular third-party audits.
I-11	Has there been any breach of security or unauthorized access to claims data? If so, provide a detailed account of the incident, including the steps taken to address it	Klear.ai's Response: There have been no breaches of security or incidents of unauthorized access to claims data within the Klear.ai platform. The platform's strong security posture, certified controls, and proactive monitoring have ensured complete protection of client information to date.
Support and Maintenance		
I-12	Outline the process for client support including support structure, response times and issue resolution	Klear.ai's Response: Klear.ai provides structured and responsive client support through a multi-tiered approach, including Helpdesk access, email, and a dedicated Customer Success Manager. Support is available Monday through Friday from 8:00 AM EST to 6:00 PM PST, with emergency after-hours support available for critical (S1) issues. Response times are based on issue severity, ranging from one hour for critical issues to two business days for non-critical items, ensuring timely issue resolution and client satisfaction.
I-13	Describe any maintenance windows or updates that might affect service delivery, and whether customers are notified in advance	Klear.ai's Response: Klear.ai conducts regular weekly maintenance within a standard window from Friday 11:00 PM to Saturday 5:00 AM PST. If extended maintenance is required, the window may begin at 8:00 PM Friday and last until 11:00 AM Saturday. Customers are notified at least seven business days in advance for any extended maintenance to ensure minimal disruption to service delivery.
Third-Party Integrations		
I-14	Identify any third-party integrations with the SaaS claims system and explain how those integrations impact or support system functionality	Klear.ai's Response: Klear.ai supports third-party integrations with the SaaS claims platform through secure REST APIs and shared SFTP connections. These integrations enable seamless data exchange with external systems such as policy administration, payment processors, medical billing platforms, and reporting tools. This flexibility enhances system functionality by automating workflows, reducing manual effort, and ensuring real-time data synchronization across partner ecosystems.
I-15	Has there been any failure or disruption in these third-party integrations that have affected the claims process?	Klear.ai's Response: There have been no failures or disruptions in third-party integrations that have affected the claims process within the Klear.ai platform. All integrations operate under secure protocols and are continuously monitored to ensure reliability and consistency in data exchange.
Training Documentation		
I-16	Provide information regarding any training provided to users of the system, including training materials, user manuals, and any online resources.	Klear.ai's Response: Klear.ai provides comprehensive user training that includes live training sessions, detailed user manuals, quick reference guides, and access to a centralized online knowledge base. Users are supported with onboarding programs tailored to their roles, along with recorded tutorials and webinars available on demand. These resources ensure users are equipped to utilize the platform effectively and independently.
I-17	Is a searchable integrated help function available for clients?	Klear.ai's Response: Online help is available for customers.
Contractual Term		
I-18	Please provide a copy of the Service Level Agreement (SLA) and any other agreements or contracts associated with the SaaS platform between your company and the customer	Klear.ai's Response: Klear.ai has attached its current Service Level Agreement (SLA) for your review. This document outlines the terms of service delivery, uptime commitments, support structures, response times, and escalation procedures associated with the SaaS platform. Additional agreements or contractual documents can be shared upon request based on the scope of engagement.
I-19	Identify any provisions in the SLA that address uptime, data availability, and support response times	Klear.ai's Response: The SLA includes key provisions addressing system uptime, data availability, and support response times. Klear.ai guarantees 99% software availability, with a defined calculation excluding excusable and scheduled downtime. Support response times are clearly categorized by severity level—ranging from one hour for critical issues (S1) to two business days for low-priority cases (S4)—ensuring timely and effective issue resolution.


RFP 10090240-25-S, Risk Managment Information System Contract_Vendor signed


Final Audit Report


2025-11-26


Created:	2025-11-26
By:	Sandra Vasquez (SMVasquez@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0CestwOBOhUHEOZ4A0JGICWut6F1LOYf


"RFP 10090240-25-S, Risk Managment Information System Contract_Vendor signed" History


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2025-11-26 - 10:04:48 PM GMT

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2025-11-26 - 10:42:50 PM GMT- IP address: 75.54.195.166

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2025-11-26 - 10:51:08 PM GMT- IP address: 75.54.195.166

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