



**Request for Proposal (RFP) for
GASB 87 Lease Software
Addendum B**

Solicitation Number: 10089729-21-J

Solicitation Issue Date: December 9, 2020

Pre-Proposal Conference: No Pre-Proposal Conference will be held.

Questions and Comments Due: December 15, 2020 @ 12:00 p.m.

Revised Proposal Due Date and Time ("Closing Date"): **January 21, 2021 @ 2:00 p.m.**

Contract Terms: Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Janet Polite
Sr. Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jpolite@sandiego.gov

Submissions: Respondent is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.



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Proposal Due Date and Time ("Closing Date"): January 18, 2021 @ 2:00 p.m.

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Sr. Procurement Contracting Officer
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**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089729-21-J GASB 87
Lease Software**

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)#10089729-21-J GASB 87 Lease Software (Contractor).

RECITALS

On or about 12/9/2020, 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.

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

City wishes to retain Contractor to provide GASB 87 Leasing Software as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and/or 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. Contractor shall provide the Goods and/or Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and/or 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 Department of Finance (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:

Jeffrey Peelle, Assistant Director
Department of Finance
City of San Diego
619-236-6712
JPeelle@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. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or five (5) years from the Effective Date, whichever is earliest. 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 \$3,000,000.

**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 Goods and/or Services to be provided. Contractor will provide any Goods and/or 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 Goods and/or 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 Pricing

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

IGM Technology Corp

Proposer

77 McMurrich St, unit 318

Street Address

Toronto

City

800-419-1459

Telephone No.

igleicher@igm.technology

E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Itzhak Gleicher

Print Name

CEO

Title

January 21, 2021

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca

Director, Purchasing & Contracting Department

June 25, 2021

Date Signed

Approved as to form this 30th day of

JUNE, 20 21.
MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

**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. The proposer must 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 non-responsive, or award the Contract without proposer's proposed exceptions.

It is not acceptable for proposer to take exception to terms or conditions in general, with a request to later discuss or negotiate specific terms within the RFP / Contract. Proposers must list or reference each specific exception they are requesting and provide proposed alternative or amended language in their initial proposal submittal for potential consideration. 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.

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, including a completed IT Mandatory Standards response template.

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.

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 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

3.3 Mandatory Interview/Oral Presentation. The City will require a maximum of four (4) proposers to interview and/or make an oral presentation if one or more proposals score within fifteen (15) points or less of the proposal with the highest score. Interviews and/or oral presentations will be conducted remotely and 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. 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 is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining 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 the 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
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Firm’s Capability to provide the services and expertise and Past Performance.	25
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Past/Prior Performance	
4. Capacity/Capability to meet the City’s needs in a timely manner	
5. Reference Checks	
C. Attachment - IT Mandatory Requirements.	10
1. The IT requirements in Attachment 1 are mandatory.	
D. Software Functionality Requirements.	25
1. Lease Accounting/Management	
2. Training and Documentation	
3. Internal Controls and Role Management	
4. Reporting	
E. Cost	5
F. Mandatory Demonstration/Presentation.	15
1. Equipment	
2. Software	
3. Support Model	
4. Real Time Operation	

MAXIMUM
EVALUATION
POINTS

5. Thoroughness and Clarity of Presentation

SUB TOTAL MAXIMUM EVALUATION POINTS: 100

G. 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.

D. ANNOUNCEMENT OF AWARD

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

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting 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 TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed 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. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

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

**EXHIBIT B
SCOPE OF WORK**

A. INTRODUCTION

The City of San Diego (City) Department of Finance (DoF) is seeking a software solution and subsequent implementation that would provide the City with a tool to track, account for and disclose lessee and lessor agreements, in accordance with Governmental Accounting Standards Board Statement No. 87 – Leases (GASB 87) as well as provide a potential tool for lease management.

B. BACKGROUND

The Governmental Accounting Standards Board issued GASB Statement No. 87, Leases, essentially eliminating the concept of off-balance sheet financing and requiring organizations to recognize equipment and real estate type leases as assets and liabilities on the balance sheet. Under GASB 87, a lessee government is required to recognize: (1) a lease liability; and (2) an intangible asset representing the lessee’s right to use the leased asset. A lessor government is required to recognize: (1) a lease receivable; and (2) a deferred inflow of resources. A lessor will continue to report the leased asset in its financial statements.

The requirements of GASB 87 are effective for the City’s fiscal year beginning July 1, 2021 (fiscal year 2022). The City is party to lease agreements as both a lessee and lessor for various types of property, including real estate and equipment. The City has an estimate of approximately 800 leases citywide spanning across multiple departments; however, it is likely a significant portion of these are not GASB 87 relevant. Current lease information is stored in a variety of way across the City including electronic and printed contracts retained by the departments, Microsoft Excel worksheets, and REportfolio, which is currently used by the City’s Real Estate Assets department (READ) to manage property leases. The City primarily utilizes the SAP ECC (ERP Central Component) version 6.0 platform for their finance, HR, procurement, inventory, and other business management needs.

The City is currently undergoing an effort to identify and record all leases in order to comply with GASB 87 financial reporting requirements.

C. PROPOSAL RESPONSE REQUIREMENT

The City of San Diego will consider Proposals for a Commercial off the Shelf (“COTS”) Solution: a vendor hosted subscription-based Software as a Service (“SaaS”) Solution; or a vendor-hosted purchased software / perpetual licensing hosted on vendor’s servers (“Managed Hosting”). All proposed Solutions must be able to integrate and/or interface with other City of San Diego instrument and software systems.

Proposers are encouraged to identify in their Proposals which characteristics of, and why, their particular Solution is best suited to the needs of the City of San Diego.

Proposers shall address and submit the following as part of their proposal:

1. GENERAL LEASE ACCOUNTING/MANAGEMENT
 - 1.1. GASB 87 Compliant

- 1.2. Generate journal entries by month, quarter or annually and accurately calculate lease data
- 1.3. Generate monthly journal entries be created at a portfolio-level, lease-schedule-level and asset-level
- 1.4. Store and track data about each lease, journal entry, and asset
- 1.5. Ability to re-measure asset or liability value/amortization schedule
- 1.6. Ability to set up notifications for dates determined to be critical.
- 1.7. Alert notifications for lease renewals and deadlines to ensure start and end dates are not missed
- 1.8. Produce footnote disclosures
- 1.9. Enable cost center allocations for individual assets on a single lease schedule
- 1.10. Supports split allocations of a single asset across multiple cost centers, funds, etc.
- 1.11. Supports split allocations by percentage, fixed amount, etc.
- 1.12. Summarize changes made since a particular date
- 1.13. Calculation of lease liability, individual and in aggregate, at the present value of payments and purchase option, if necessary, expected to be made during the lease term(s) or useful life. (Lessee)
- 1.14. Calculation of amortizations schedules, individual and in aggregate, of the discount on the lease liability. (Lessee)
- 1.15. Calculation of the measure of lease assets, individual and in aggregate, including any ancillary charges. (Lessee)
- 1.16. Calculation of amortization schedules, individual and in aggregate, of the lease asset. (Lessee)
- 1.17. Ability to remeasure lease liability calculations and amortization schedules if lease modifications or discount rate changes are made during a reporting period, including renewal options. (Lessee)
- 1.18. Ability to remeasure lease asset calculations and amortization schedules for lease terminations, lease modifications or discount rate changes made during a reporting period. (Lessee)
- 1.19. Ability to adjust calculations as necessary for impairment of an asset. (Lessee)
- 1.20. The total amount of lease assets, and the related accumulated amortization. (Lessee)
- 1.21. The amount of lease assets by major classed of underlying assets. (Lessee)
- 1.22. The amount of outflows of resources recognized in the reporting period for variable payments not previously included in the measurement of the lease liability. (Lessee)
- 1.23. The amount of outflows of resources recognized in the reporting period for other payments, such as residual value guarantees, or termination penalties not previously included in the measurement of the lease liability. (Lessee)
- 1.24. Principal and interest requirements to maturity for the lease liability for each of the five subsequent fiscal years and in five-year increments thereafter. (Lessee)
- 1.25. Calculation of lease receivable, individual and in aggregate, at the present value of payments expected to be received during the lease term(s). (Lessor)

- 1.26. Calculation of amortizations schedules, individual and in aggregate, of the discount on the lease receivable. (Lessor)
- 1.27. Ability to remeasure lease receivable calculations and amortization schedules for lease terminations, lease modifications or discount rate changes are made during a reporting period including renewal options. (Lessor)
- 1.28. Calculation of the measure of lease Deferred Inflow of Resources, individual and in aggregate. (Lessor)
- 1.29. Calculation of amortization schedules, individual and in aggregate, of the lease Deferred Inflow of Resources. (Lessor)
- 1.30. The total amount of inflows of resources recognized in the reporting period from leases. (Lessor)
- 1.31. The amount of inflows of resources recognized in the reporting period for variable and other payments not previously included in the measurement of the lease receivable. (Lessor)
- 1.32. A schedule of future payments that are included in the measurement of the lease receivable, showing principal and interest separately, for each of the five subsequent fiscal years and in five-year increments thereafter. (Lessor)

2. REPORTING

- 2.1. Accumulated Depreciation Rollforward
- 2.2. Minimum Future Payments – Finance Leases
- 2.3. Minimum Future Payments – Operating Leases
- 2.4. Minimum Future Rental Payments (Landlord)
- 2.5. Gross Asset Balance Rollforward (Capital Leases only)
- 2.6. Interest Expense (Capital Leases only)
- 2.7. Liabilities Rollforward (Capital Leases only)
- 2.8. Asset Balance Rollforward (Capital Leases Only)
- 2.9. Commitments Disclosure Report
- 2.10. Depreciation Expense Rollforward
- 2.11. Interest Expense
- 2.12. Liabilities Rollforward
- 2.13. Payment Expense
- 2.14. Deleted Leases Report
- 2.15. Lease History Report
- 2.16. Percentage Rent Settlement Report
- 2.17. Amortization of ROU Assets – Finance Leases
- 2.18. Finance Lease – Financing Cash Flows
- 2.19. Finance Lease – Operating Cash Flows
- 2.20. Interest on Lease Liabilities – Finance Leases
- 2.21. New ROU Assets – Finance Leases
- 2.22. New ROU Assets – Operating Leases
- 2.23. Operating Lease Cost
- 2.24. Operating Lease – Operating Cash Flows

- 2.25. Short-term Lease Cost
- 2.26. Sublease Income
- 2.27. Variable Lease Cost
- 2.28. Weighted Average Discount Rate – Finance Leases
- 2.29. Weighted Average Discount Rate – Operating Leases
- 2.30. Weighted Average Lease Term – Finance Leases
- 2.31. Weighted Average Lease Term – Operating Leases
- 2.32. Complete Disclosures Report

3. INTERNAL CONTROLS/SECURITY

- 3.1. Data entry validation
- 3.2. Role based access control
- 3.3. Should allow creation and maintenance of roles and assignment of rights/permissions to the roles
- 3.4. Approval capability will be relied upon for the review process to ensure accuracy of information and help maintain an effective internal control environment
- 3.5. Supports the encryption of sensitive data within the system (e.g., passwords and Social Security Numbers); and supports the encryption of all data transmissions into and out of the system
- 3.6. Supports the enforcement of internal controls for financial reporting
- 3.7. Ensure accountability by providing an audit trail for every change made to each lease

4. MISCELLANEOUS

- 4.1. Compatible/Interface with SAP software
- 4.2. Interface with REPortfolio (READ Lease Software)
- 4.3. Support the importing of data from existing repositories and spreadsheets into the application
- 4.4. Ability to export reports in various formats
- 4.5. Multiple users: Super users, admin/maintenance, display

5. PRE/POST OP GO LIVE SUPPORT

- 5.1. Software maintenance (including patches and upgrades) and warranties
- 5.2. Enhanced technical support (early life support) during project stabilization and ongoing
- 5.3. Complete user, administrative, technical, and training documentation as well as provide in-person end user training.
- 5.4. Complete data migration.

6. COMPLIANCE WITH IT MANDATORY REQUIREMENTS

- 6.1. The City provides a description of its technology environment and minimum standards in Attachment 1 (IT Mandatory Requirements, which proposers must complete in its entirety. Proposers must describe, in detail, both how their proposed solution complies with each minimum standard, as well as any and all

areas where their proposed solution will not comply or meet these minimum standards. If a standard is not applicable, that must be so noted. A response stating simply that the solution complies with the minimum standard without an explanation of how, specifically, it complies, would be unacceptable and potentially deemed non-responsive.

7. SERVICE LEVELS

7.1. Uptime Availability. Contractor warrants that the Hosted Service will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month during the Service Period.

7.2. Uptime Availability Remuneration. Where Contractor fails to meet the Uptime Service Level, then City is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Uptime Percentage in a Full Calendar Month	Service Credit
95.5% to 100%	No credit. Uptime is met.
97% to 99.4%	5% of the prorated monthly Subscription Fee for the Services
95% to 96.9%	7% of the prorated monthly Subscription Fee for the Services
90% to 94.9%	10% of the prorated monthly Subscription Fee for the Services
Less than 90%	100% of the prorated monthly Subscription Fee for the Services

7.3. Service Credit Calculation. Uptime Availability will be calculated monthly by Contractor and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

7.3.1. $UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

- (a) Scheduled Maintenance;
- (b) any of City’s Content and Software;
- (c) any unlawful, negligent or willful act or omission by City, City’s Agents, contractors or invitees or any other person; and
- (d) any Force Majeure event.

- 7.4. **Scheduled Maintenance.** Contractor will provide 72 hours' notice of any upgrades that require platform down time of over one (1) hour. Scheduled Maintenance will occur only outside of the core City hours of 8am to 5pm PDT.
- 7.5. **Hosting Facility Services.** Contractor assumes all responsibility for the computing environment supporting the hosted applications.
- 7.6. **Operations and Monitoring.** Applications provided by the Contractor are supported twenty-four (24) hours a day, seven (7) days a week by an automated and alert monitoring system.
- 7.7. **Application Administration.** Applications provided under this agreement will be the responsibility of Contractor. Contractor will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.
- 7.8. **Application Recovery.** Contractor will provide the following Recovery Services:
- 7.8.1. Hosting Infrastructure and environment recovery processes;
 - 7.8.2. Application recovery processes; and
 - 7.8.3. Offsite data backup storage and periodic testing of data backups.
- 7.9. **Disaster Recovery.** Contractor shall maintain and comply with a reasonable written Disaster Recovery Plan (DR Plan), setting forth the procedures for (a) keeping services functioning during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyber-terrorism, and other man-made disaster, including without limitation force majeure; and (b) restoring Service functionality promptly after a disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.
- 7.10. **Incident Management.** Contractor provides Incident Management support for all application services covered by this Agreement. City will direct issues encountered with the services provided in this Agreement to an Incident Management or Customer Support contact as identified by Contractor. Incidents will be assigned a priority level by the City based on the following criteria, and Contractor 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 solution is not functioning and there is no workaround that 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 to 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 solution is causing a minor disruption in the way tasks are performed but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.

Level	Time to Respond	Response Credit	Time to Resolved	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 5 Business Days	7% of prorated monthly Service Fees
P4	100% responded to within 72 hours	2% of prorated monthly Service Fees	100% resolved within 15 Business Days	5% of prorated monthly Service Fees

7.11. Recovery Point Objective. In the event of a failover to a secondary data center, Contractor will restore a copy of the City's data that is less than or equal to two (2) hours old at the time of service disruption.

7.12. Recovery Time Objective. The City will be able to resume service within four (4) hours after service disruption if a disaster incapacitates the primary data center.

7.13. Support Hours. Contractor should offer, at a minimum, a staffed telephone support and email support offering providing support between the hours of 9:00 a.m. Pacific Time, Monday through Friday excluding holidays.

7.14. Network. Contractor is responsible for providing adequate network infrastructure so as to meet the performance metrics specified in this Agreement. City is

responsible for providing adequate internal network infrastructure so as to not affect the Contractor's ability to meet those performance metrics. City is responsible for the support, maintenance, and monitoring of the City's dedicated LAN and or WAN. Contractor bears no responsibility for performance and availability problems on networks within City's control.

7.15. Periodic Reporting. Contractor will monitor and document its performance against the agreed Service Levels, and provide to the City a quarterly report demonstrating its performance against the agreed Service Level Requirement metrics, highlighting where any targets have been missed and providing to the City a Service Credit to the applicable value agreed when necessary.

7.16. Termination for Service Levels Default. For the avoidance of doubt, if Contractor fails to meet its Service Levels on three (3) consecutive monthly reporting periods, or fails to meet its Service Levels on four (4) monthly reporting periods through the course of a rolling twelve (12) month period then City will consider that Contractor is failing to satisfactorily perform its Service Levels and may exercise its rights to terminate the Agreement for default.

D. IMPLEMENTATION

The successful proposer will configure and implement the solution on the basis of a firm fixed-price delivery model. An agreed-upon project plan, to include all necessary activities, inclusive of development, test, user-acceptance and roll-out into a production environment must be delivered to the city prior to project commencement. (any subscriptions or maintenance agreements procured as a result of this solicitation will not commence their 'term' until user-acceptance is performed and signed-off by the city.)

In order for the City to become compliant with the necessary financial accounting standards in good time, the solution must be implemented with all known City leases as of implementation, and in a production environment no later than May 31, 2021.

Proposers must submit a draft implementation plan, and propose necessary project milestones with commensurate and reasonable milestone payments, and reasonable deliverable acceptance criteria; the city will 'holdback' 20% of the implementation costs, to be paid to the contractor upon mutually-accepted 'first user live' in a production environment.

Software subscription services, or annual support and maintenance services purchased as a result of this solicitation will be invoiced annually, up-front. In the event that the resulting agreement is terminated, the contractor will refund the City the pro-rated unused portion of the subscription or support and maintenance services

E. PAYMENTS

Payment for services will be processed via progress payments, based on the City's approval and the completion of the detailed Schedule/Milestones/Deliverables agreed upon by the Contractor and the City after award.

F. ADDITIONAL INSURANCE

The following Additional Insurance requirements shall apply:

Professional Liability. 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, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, 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.

G. TECHNICAL REPRESENTATIVE. The Department Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

H. PAYMENT CARD INDUSTRY DATA SECURITY DOCUMENTS

1. Contractor Certification. Contractor certifies that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. Contractor will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). 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 PCI DSS standards and/or other material payment card industry standards. In addition, Contractor shall provide payment card companies, acquiring financial institutions, and their respective designees required access to the Contractor's facilities and all pertinent records as deemed necessary by the City to verify Contractor's compliance with the PCI DSS requirements.

2. Data Security. Contractor acknowledges responsibility for the security of cardholder data as defined within PCI DSS standards. Contractor shall undergo independent third-party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, Contractor will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of this Contract.

3. Use of Data. Contractor acknowledges and agrees that Contractor may only use cardholder data for completing the work as described in the Contract Specifications consistent with PCI DSS standards or applicable law. Contractor shall maintain and protect in accordance with all applicable laws and PCI DSS standards the security of all cardholder data when performing the Services.

4. Notification Requirements. Contractor shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized card access to allow the proper PCI DSS breach notification process to commence. Contractor agrees to

assume responsibility for informing all affected individuals in accordance with applicable law. All notifications and required compliance documents regarding PCI DSS shall be sent to:

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

5. Indemnity. 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 Contractor's failure to maintain PCI DSS compliance standards.

I. RFP ATTACHMENTS. The Proposer shall submit each attachment in its entirety to be considered responsive as required in the RFP.

- 1) Attachment 1: IT Mandatory Requirements
- 2) Attachment 2: Cost Proposal

INSTRUCTIONS

- 1 Go to the "IT Mandatory Requirements" 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.

ATTACHMENT 1
IT MANDATORY REQUIREMENTS

INSTRUCTIONS

- 1 Go to the "IT Mandatory Requirements" 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.

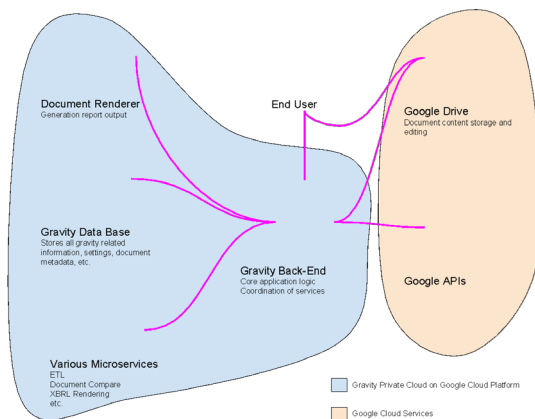
City of San Diego

IT Mandatory Requirements

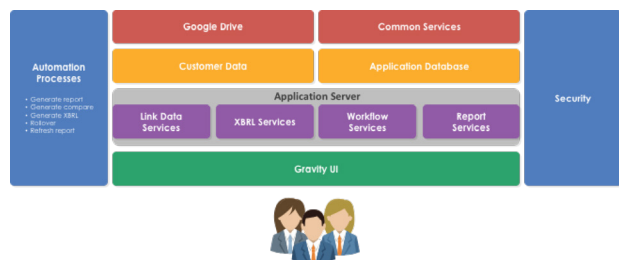
ID	City Requirement	Level of Compliance	Proposer Response. Please describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds or alternatives, as available.
1	Application Security		
	The following Application Security requirements shall apply:		
1.1	System User Authentication. Web authentication must be aware and ready (or configurable with) Security Assertion Markup Language (SAML) and Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	Fully Compliant	Gravity uses SAML for authentication but does not support using a third party authentication provider at this time. All sessions are signed out after inactivity. In Q1 2021 Gravity will have the ability to integrate with third party authentication providers.
1.2	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	All data in Gravity is encrypted in transit and at rest, this includes user names and passwords during the sign in process.
1.3	Encryption. Application must support industry standard methods, and at a minimum 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.	Fully Compliant	Gravity encrypts data both at rest and in transit. Gravity runs on the Google Cloud Platform (GCP), so all of Gravity's data would be stored within the Google environment. Google automatically encrypts all data at rest within the GCP. See more information on Google's encryption at rest methods here: https://cloud.google.com/security/encryption-at-rest/
1.4	System Sharing. Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.	N/A	Gravity is 100% integrated into the Google cloud platform and does not save clients information outside this platform. Google has SOC1 and SOC2 reports available on the following link: https://cloud.google.com/security/compliance/soc-2/ Our company completed the SOC2 audit in December, 2020.
1.5	Protection of Sensitive Information and Data. Proposer, its agents, employees, contractors and any other person or entity working on behalf of Proposer to provide services under this proposal must at all times comply with City of San Diego Administrative Regulation (A.R. 90.64) "Protection of Sensitive Information and Data".	Fully Compliant	Yes, IGM's employees will comply with the City of San Diego's (A.R. 90.64) standards.
1.6	Auditing and Logging. The Solution must log 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 System User ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details). Solution must support interoperability with centralized logging and Security Information and Event Management (SIEM) technologies.	Partially Compliant	All such events are logged in Gravity. We do not support integration with SIEM systems at this time.
1.7	Compliance with Organization's Security Policy, Standards and Procedures. Solution Proposer working directly on City-owned applications or from City facilities are subject to and required to follow all City policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at http://csrc.nist.gov/groups/STM/cmvp/standards.html For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.	Fully Compliant	Gravity supports role-based access to the application. Users can belong to one or many roles, as required.
1.8	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.	Fully Compliant	Gravity uses the Google Cloud Platform to ensure network availability and data integrity. The Google cloud platform (GCP) is one of the worlds most reliable cloud providers. Data is never transferred out of or into Gravity except at the client's request or as part of normal usage of the application (e.g. adding a new financial statement to the report).
1.9	Parameter Manipulation. Parameter manipulation must not be designed to provide access to data or Application functionality that a System User is not authorized to see or use. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	Gravity is regularly scanned by Google Cloud Security Scanner. Additional testing is done using OWASP ZAP as needed for releases. Results of these scans can be provided based on request.
1.1	Hidden Fields. The use of "hidden fields" for Security is prohibited. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	Gravity does not use hidden fields.
1.11	Cookies. Security settings must not rely on cookies. Cookies must not contain or be used to obtain sensitive information.	Fully Compliant	Cookies are used to maintain a session only, no sensitive information is stored in cookies.
1.12	Session Identifiers. If session identifiers are utilized, they must be generated with unpredictable numbers and must contain enough keSPACE to prevent unauthorized use or guessing of the session ID's. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	Gravity uses the JSON Web Token (JWT) standard to create session tokens.
1.13	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.	Fully Compliant	Gravity does not report why authentication failed to the user, simply a generic incorrect username and/or password message. Likewise all errors for which there is no valid end-user level information are reported as a generic "Please contact your system administrator" error, the detailed error is recorded in backend logs.
1.14	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.	Fully Compliant	Clients are given their own instance of Google Workspace (which integrates with Gravity for document editing and creation). Furthermore all clients have their data separated within Gravity systems, including databases and application servers.
1.15	Sensitive Data. Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Fully Compliant	Gravity encrypts data both at rest and in transit. Gravity runs on the Google Cloud Platform (GCP), so all of Gravity's data would be stored within the Google environment. Google automatically encrypts all data at rest within the GCP. See more information on Google's encryption at rest methods here: https://cloud.google.com/security/encryption-at-rest/
2	Application Data		
	The following Application Data requirements shall apply:		
2.1	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, the 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.	Fully Compliant	City of San Diego would have complete control over its data. The City of San Diego would determine what data is loaded into the system and how the data would be presented on the reports. The City can download their data from Gravity on demand, using the Gravity interface. At the end of the agreement, The City of San Diego would have 90 days to download their data - after which time the private cloud environment and the associated data would be deleted.
2.2	Personal Data. 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 Agreement. For the purpose of this 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).	Fully Compliant	IGM Technology agrees that we will comply with all applicable federal, state and local data protection laws and regulations with respect to disclosing and exchanging Personal Data.
2.3	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 Diego.	Fully Compliant	IGM Technology will not be using any third party sub-contractors.
2.4	Third Party Requirements. Proposer will cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	Fully Compliant	IGM Technology will not be using any third party sub-contractors.
2.5	State Requirements. Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant	Yes, IGM is compliant with the California Consumer Privacy Act.
3	Design		
	The following Design requirements shall apply:		
3.1	Design Documentation. Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	Fully Compliant	Please view diagrams for infrastructure and hosting ecosystem in the "Diagram" tab.
3.2	Architecture Documentation. Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema.	Fully Compliant	Please view diagrams for infrastructure and hosting ecosystem in the "Diagram" tab. Other diagrams are available upon request.

4	Desktop Hardware		
	The following Desktop requirements shall apply:		
4.1	System. Compatible with 64 bit systems.	Fully Compliant	Users at the City of San Diego would simply require a computer running one of the leading browsers (e.g. Chrome, Safari, Internet Explorer, FireFox, or Edge) and access to the internet in order to run the Gravity application. Any relatively current desktop or laptop computer would be sufficient to run the Gravity application effectively. Users would be able to access Gravity from anywhere: the office, their home, etc.
4.2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class.	Fully Compliant	See answer 4.1
4.3	Tablets. Windows tablets version 10 v 1803; iPads iOS 12.1 (or at least to an n-1 version).	Fully Compliant	Gravity can be used on tablets.
4.4	Tablet/Laptop Combos. Microsoft Surface; HP 1012.	Fully Compliant	See answer 4.1
5	Desktop Software		
	The following Desktop requirements shall apply:		
5.1	Desktop Operating System. Microsoft Windows 10 (1803) Enterprise, or the most current version of this Operating System to within an n-1 standard.	Fully Compliant	See answer 4.1
5.2	Desktop Software. The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus; Java Version 8, Adobe Acrobat DC; SAPGUI. The City targets n-1 if not the latest updates.	Fully Compliant	See answer 4.1
5.3	Office Productivity. Microsoft Office Suite. Versions currently in use is Office 365. In addition: Microsoft Project, Standard and Professional, versions 2016; Microsoft Visio, Standard and Professional, versions 2013, 2016.	Fully Compliant	See answer 4.1
5.4	Web Browser. Google Chrome, Microsoft Internet Explorer IE11 and Mozilla Firefox version 47 or the current manufacturer's version to within an n-1 standard.	Fully Compliant	See answer 4.1
6	Applications Standards		
	The following Applications requirements shall apply:		
6.1	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Scrip	Partially Compliant	IGM Technology uses a variety of programming languages. Including HTML5 and Microsoft SQL
6.2	Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTP / RESTful (Partially Compliant	Communication with Gravity uses a RESTful web API, with JSON being the primary medium of exchange.
6.3	Desktop Configuration. Desktop components for any solution must be able to be pushed	N/A	Gravity does not have any desktop components.
6.4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Report	Fully Compliant	Gravity can integrate with SAP Crystal Reports.
6.5	Web Content Management System. Drupal	N/A	
6.6	Document Management Integration. OpenText.	N/A	
6.7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A	
7	Hosting Standards		
	The following Hosting requirements shall apply:		
7.1	City Hyper Converged Infrastructure. If solution is proposed as 'On Premise', it must su	N/A	Gravity is not an on premise solution.
7.1.A	Hyper Converged Infrastructure: server, shared-storage, networking equipment, and soft	N/A	Gravity is not an on premise solution.
7.1.B	Standalone server - HP ProLiant Generation 10 or higher.	N/A	Gravity is not an on premise solution.
7.2	Server OS. Solution must support Server Operating System - Microsoft Windows Server 2	N/A	Gravity is not an on premise solution.
7.3	Web Servers. If proposed system is locally hosted, it must support web servers - Microso	N/A	Gravity is not an on premise solution.
7.4	Virtual Servers. Solution must support virtual server hosting - VMware ESX (to an n-1 sta	N/A	Gravity is not an on premise solution.
7.5	Relational Database Management Systems. If solution is proposed as 'On Premise', it n	N/A	Gravity is not an on premise solution.
7.6	Cloud. Public Cloud Providers are Microsoft Azure, Amazon Web Services (AWS). Services provided include Infrastructure as a Service (IaaS) or Platform as a Service (PaaS). If purposed solution is IaaS or PaaS, it must reside within the borders of the United States and support either Microsoft Azure, or AWS. Private cloud using Virtual Cloud Foundation is the Standard.	N/A	Gravity is a SaaS application.

The following diagram illustrates Gravity's hosting ecosystem:



The following diagram illustrates Gravity's high level application architecture:



ATTACHMENT 2
COST PROPOSAL

City of San Diego

Cost Proposal for Software As Service Option

Note: Please fill out only applicable fields

	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Project Initiation						
Kick Off Meeting						
Meeting Agenda/Script						
Draft Schedule						
Meeting Minutes						
Resource Scheduling						
Discovery (Information Gathering)						
Site Survey						
Staff Interviews						
Detailed Requirements Review and Analysis						
As-is and To-Be Business Process Review and Documentation						
Total	\$ 10,000.00					
Section 2: Services						
Project Management						
Detailed schedule / milestones / deliverables / dependencies / resources						
Refine and finalize solution design documentation						
Weekly Meeting Minutes						
Customization						
Development, Testing, Go-Live, and Post Go-Live Shedule						
Development, Unit Testing, Integration Testing, Load Testing						
Security roles						
Interfaces with applications						
Disaster recovery plan						
Support plan						
Data Migration						
Reports						
Standard reports with customization						
Customized reports						
Integration with Other Systems						
Training and Documentation						
Communication Strategy						
End-User Training						
Trainers Manual						
User Manual						
Total	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Section 3: Software (SaaS)						
Base Fee	0	\$13,000.00	\$13,585.00	\$14,196.33	\$14,835.16	\$15,502.74
Number of Concurrent Users (5)	0	0	0	0	0	0
Price per Unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Price (one-time or per year)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SaaS Costs	\$ -	\$ 13,000	\$ 13,585	\$ 14,196	\$ 14,835	\$ 15,503
TOTAL COSTS	\$ 25,000	\$ 13,000	\$ 13,585	\$ 14,196	\$ 14,835	\$ 15,503

This option is N/A

City of San Diego

Cost Proposal for Managed Hosting Option

Note: Please fill out only applicable fields

	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5						
Section 1: Project Initiation												
Kick Off Meeting												
Meeting Agenda/Script												
Draft Schedule												
Meeting Minutes												
Resource Scheduling												
Discovery (Information Gathering)												
Site Survey												
Staff Interviews												
Detailed Requirements Review and Analysis												
As-is and To-Be Business Process Review and Documentation												
Total							\$	-				
Section 2: Services												
Project Management												
Detailed schedule / milestones / deliverables / dependencies / resources												
Refine and finalize solution design documentation												
Weekly Meeting Minutes												
Customization												
Development, Testing, Go-Live, and Post Go-Live Shedule												
Development, Unit Testing, Integration Testing, Load Testing												
Security roles												
Interface with applications												
Disaster recovery plan												
Support plan												
Data Migration												
Reports												
Standard reports with customization												
Customized reports												

Integration with Other Systems						
Training and Documentation						
Communication Strategy						
End-User Training						
Trainers Manual						
User Manual						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Section 3: Software (Managed Hosting) Enter Managed Hosting costs in total and enter line items. Line items must add to "Managed Hosting Cost In Total".						
Managed Hosting Costs in Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Concurrent Users (5)	0	0	0	0	0	0
Price per Unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Price (one-time or per year)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Units (for example, transaction volume, or number of users - describe)	0	0	0	0	0	0
Price per Unit	0	0	0	0	0	0
Price (one-time or per year)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL Managed Hosting Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM B

Request for Proposal (RFP), 10089729-21-J

Revised Closing Date: January 21, 2021
@ 2:00 p.m.

RFP for furnishing the City of San Diego with **GASB 87 Lease Software**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original Addendum A, cover sheet and replace with the attached Addendum B, cover sheet. (**NOTE:** Bid Closing date has changed from **January 18, 2021** to **January 21, 2021**.)
2. Remove the original Addendum A, RFP Signature Page (pg 3 of 9) and replace with the attached Addendum B, RFP Signature Page.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

V. Delgado

Vanessa Delgado
Supervising Procurement Contracting Officer

January 13, 2021

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP), 10089729-21-J

Closing Date: January 18, 2021
@ 2:00 p.m.

RFP for furnishing the City of San Diego with **GASB 87 Lease Software**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet. (**NOTE:** Changes are made in **bold** font.)
2. Remove the original RFP, Signature Page (pg 3 of 9) and replace with the attached Addendum A, Signature Page.
3. Add seven (7) pages "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite
Senior Procurement Contracting Office

December 23, 2020

RFP 10089729-21-J, GASB 87 Lease Software Questions and Answers

Question 1: Do you interface REPortfolio currently into the SAP System? Is this a two-way interface? What information are currently being passed between REPortfolio and SAP (e.g. Vendor Master Data, GL Accounts, Accounting Posting entry)? Have you looked at replacing this software with SAP REFX? When did you start using this system? Can you give the type of functionality that are currently in use in REPortfolio? Do you maintain lease contracts document inside the REPortfolio?

Response: Yes, REportfolio interfaces with SAP. It is a two-way interface. Invoices are generated in REportfolio and passed to SAP, including accounting information for that invoice (fund, general ledger, cost center), amount due, date due, etc. SAP sends back payment information and Business Partner data. This happens on a nightly basis.

Real Estate Assets Department, who administers REportfolio, has not looked at replacing the software. READ started with one module of the system in 2007 and the full system, including the financial interface to SAP, in 2010.

READ uses REportfolio to track City owned land leases, which includes about 120,000 acres and over 1,600 sites. READ tracks the agreements that City has on this land and bills lessees from REportfolio. READ also has a job tracking module and ability to track office space leases for City staff and the budgeting for the same.

READ does have the ability to upload documents in REportfolio. However, another system for document storage called DocuLynx is used and is linked to REportfolio.

Question 2: In Exhibit B, Section C.4, 4.4 “Ability to export reports in various formats” -- what kind of format are you looking for?

Response: The application should, at minimum, have the ability to export into common formats such as Excel, Access, or PDF.

Question 3: What is the EHP Support Pack Level for ECC?

Response: SAP ERP 6.0, EHP 8

Question 4: Is your SAP ECC Hosted? If yes, who is your current hosting provider? If yes, can you host the REFX solution using your current hosting vendor and facilities?

Response: It is an on-premise solution, running in our datacenter, hosted by ATOS. The City will have to assess the REFX solutions before determining if the solution can be hosted.

Question 5: Your timeline with the Go-live of May 31,2021, is very aggressive. What kind of dedicated resources can we expect from the City?

Response: We have dedicated staff in the Department of Finance for this project and support staff in Department of Information Technology.

Question 6: Did you purchase the SAP REFX / CLM licenses already?

Response: We do not currently own the licenses for SAP REFX/CLM.

Question 7: Does City of San Diego need Modified Accrual or Full Accrual method of Postings/Implementation?

Response: The City requires both modified and full accrual accounting for its Comprehensive Annual Financial Report.

Question 8: Has the Posting Schema for GASB 87 Accounting entries been finalized? If yes, can it be shared?

Response: No, accounting entries for GASB 87 have not been finalized.

Question 9: Any rough estimate on following numbers (If break up of Lessee and Lessor leases can be given, it would be more helpful)?

- i. Real Estate Leases**
- ii. Equipment Leases**
- iii. Any other type of Leases**

Response: We have identified approximately 700 real estate and 100 equipment leases that are currently under review for GASB 87. The City is the Lessor in approximately 95% of the real estate leases and the Lessee in the majority of the equipment leases. The real estate portfolio includes regulated airport leases. We are in the process of assessing the City's leases for any exclusions and exceptions to the reporting requirements-not all leases will be GASB 87 relevant.

Question 10: Does City of San Diego use PSCD or any other Industry Solution?

Response: Yes, we have several industry solutions installed.

Question 11: RFP scope document talks about many leases not applicable to GASB 87 compliance. Do we still need to capture them in RE-FX/CLM for reporting or payment?

Response: No, at this time we do not need lease management portfolio, as the City's property leases are managed within REportfolio; however, we may explore utilizing the software for non-READ lease management purposes (See Question 30 response)

Question 12: Any major Customization or Enhancements done in existing FICO landscape which can impact CLM postings?

Response: Like many public sector organizations, we have customizations and enhancements centered around FICO and Funds Management/Grants Management integration. Specifically, FMDERIVE and GMDERIVE, which are used to obtain the appropriate FM/GM account assignment based on the objects in the accounting block, uses various derivation types (i.e. assignment, derivation rule, function module, etc.) to obtain this data.

We expect that this project will require some additional derivation steps in FMDERIVE and/or GMDERIVE so that the postings are assigned the correct FM/GM objects. All postings resulting from the project's solution will need to be thoroughly unit tested and vetted by the project team and representatives from Department of Finance.

Question 13: Just to confirm, due to Covid 19, we are allowed to submit our complete proposal only via the bidding system, correct?

Response: Hardcopies and PlanetBids electronic submissions are acceptable. Refer to PlanetBids Instructions and RFP Cover Sheet for submission information.

Question 14: What is the budget for this RFP?

Response: Budget will be allocated for the software that best meets the criteria of this RFP.

Question 15: What is the annual revenue (receipts – including all department revenue)?

Response: General Fund revenues totaled \$1.7 billion for FY20. Lease revenues for FY20 totaled \$70.7 million including contingent rents.

Question 16: What does the portfolio look like (# of leases, lessee, lessors, Real Estate)?

Response: See Question 9 response.

Question 17: For your data migration request that includes 'existing repositories and spreadsheets', please provide further details include number of sources (X documents), format types (.xls, .pdf, etc.), and size approximations.

Response: Copies of lease agreements in DocuLynx Repository and shared network drive in PDF form. Real Estate Data is contained in REportfolio, Excel spreadsheets.

Question 18: Exhibit B-Scope of Work, page 1, C. Proposal Response Requirements – The RFP states “The City of San Diego will consider Proposals for COTS Solution: a vendor hosted subscription-based SaaS Solution; or a vendor-hosted purchased software/perpetual licensing hosted on vendor’s services (“Managed Hosting”). All proposed solutions must be able to integrate and/or interface with other City of San Diego instrument and software systems.” Can you provide name of the instrument and software systems that will be integrated?

Response: As mentioned in the RFP, we use SAP as our ERP system, so the solution needs to integrate with SAP. Your proposal should state specifically how you plan to

integrate with SAP and/or what the different options are, as we are not familiar with what is best practice for your particular solution. We can envision potential integrations in the following modules:

- Finance & Controlling
- Fixed Assets
- Purchasing
- Accounts Payable
- Accounts Receivable
- Plant Maintenance

Additionally, your proposal should discuss the ability to integrate with REportfolio.

Question 19: Page 5, Tab A – Submission of Information and Forms, Item 2.8 – Additional Information as required in Exhibit B. Is this referring to Exhibit B Scope of Work, Section C-Proposal Response Requirements or Exhibit B in the Work Force Report?

Response: Exhibit A, 2.8 refers to any additional information requested in the Exhibit B, Scope of Work.

Question 20: What is the lease count by type of your lease population?

- i. Real estate vs. Equipment
- ii. Lessor vs. Lessee
- iii. Master lease agreements (including number of assets applicable) vs. one off leases
- iv. Subleases

Response: See Question 9 response.

Question 21: What percentage of the leases are complex (e.g. 20 or more years in length, pricing based on indices, multiple amendments, 3+ parties involved, tenant improvement allowances...)?

Response: About 25% of our current real estate agreements have over 20 years of term left. Combined with some of the other factors, probably 30% are complex to some degree.

Question 22: How far along are you in the process of compiling your lease documents?

Response: We have identified the population of potential GASB 87 leases and saved copies of the agreements in a central repository in pdf form. We are in the process of assessing the leases for any exclusions and exceptions to the reporting requirements.

Question 23: In what format is your lease compilation? Paper? Digital?

Response: See Question 17 response.

Question 24: How have leases been tracked previously?

- i. Do you believe that you have a good handle on how many leases you currently have?
- ii. Do you expect to find a large number of leases that you are not already aware of?

Response: Real estate leases are managed by our Real Estate Assets Department in REportfolio, while non-property leases are decentralized and are tracked by administering departments. The Department of Finance has worked with department directors citywide to identify potential GASB 87 relevant leases and we do not expect to identify a large number of leases that we are not currently aware of.

Question 25: Are your current processes, procedures, and policies regarding lease administration documented?

Response: There are policies and process narratives for the leasing of City-owned real property managed by Real Estate Assets Department. One example of such documentation is Council Policy 700-10, Disposition of City-Owned Real Property, which governs our real property lease administration.

Question 26: What platform are you using as your primary Real Property Business Management System?

Response: REportfolio which is managed by the Real Estate Assets Department.

Question 27: Do you use your primary Real Property Business Management System for all lease management functions (tenant billing, etc.) except GASB 87?

Response: Yes.

Question 28: What software packages have you already considered for this effort?

Response: The City is considering all software options that meet the requirements of this RFP.

Question 29: What is the anticipated user count for the proposed solution?

Response: The software will initially be used by the Department of Finance for GASB 87 compliance and will be limited to 3 to 5 staff members; however, we are interested in exploring the use of the software for non Real Estate Asset Department (READ) lease management, which could expand the end user base.

Question 30: What other functions are you expecting the proposed solution to perform aside from functions related to GASB 87?

Response: The software will initially be used by the Department of Finance for GASB 87 compliance; however, we are interested in exploring the use of the software for non-Real Estate Asset Department (READ) lease management purposes.

Question 31: Can you provide a list of all systems that the proposed solution will be required to integrate with, and which direction data will flow? If one-way, please provide from and to systems. If both ways, please indicate as such.

- i. In order to calculate the work effort for configuring integration with other systems, can you provide a list of data points to be exchanged for each system?
- ii. Is there a diagram that shows how/where the proposed solution will fit in with your overall systems environment?

Response: The solution needs to integrate with SAP and possibly RePortfolio (see question 18 response).

Question 32: When do you desire to 'go live?'

Response: As stated in RFP, the City desires to go live by May 31, 2021.

Question 33: Please specify the scope of the implementation requirement, e.g.

- i. Review of leases to determine if qualified under GASB 87 (including review for embedded leases)
- ii. Extract & compile required information
- iii. Populate new system with extracted lease data
- iv. Assess lease population completeness

Response: The scope of the implementation requires: ii and iii.

Question 34: Do you desire foundational training in the key aspects of GASB 87 and the related GASB Statement Nos. 92, 94 and 96 (technical accounting) or should training be limited to the use of the software (end user)?

Response: Use of software (end user).

Question 35: Can offshore resources be leveraged on the project? If so, what is your criteria for usage?

Response: No, typically we do not allow offshore resources.

Question 36: What is your estimated budget for this contract? Software and/or services contract?

Response: See Question 14 response.

Question 37: Would you consider signing separate agreements with the software provider and the implementer? Benefits to you include: (1) direct access to the software provider and will be able to build a relationship with them from day one of the project that will continue for many years after the implementation services are complete; (2) City of San Diego can more easily enforce contract items such as warranties language and SLAs to the party directly responsible for those specific requirements.

Response: Yes.



RESPONSE TO

REQUEST FOR PROPOSAL

for GASB 87 Lease Software
RFP# 10089729-21-J

Due: January 21, 2021
For: City of San Diego
ATTN: Janet Polite, Sr. Procurement Contracting Officer
jpolite@sandiego.gov
(602)-771-4779 1110
Third Avenue, Suite 200, San Diego, CA 92101

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1. Executive summary

IGM Technology offers a leading edge, 100% Cloud-based software called Gravity which helps our clients manage the leased assets as a lessor and a lessee in a software that is compliant with the new measurement and reporting requirements for IASB, GASB 87, FASB ASC842 and IFRS 16.

Gravity is being leveraged in a variety of public sector organizations across North America such as States, Counties, Cities, school boards, authorities and many governmental agencies. Gravity's lease module is easily scalable for any size of client and any number of lease contracts. Gravity enables our current clients to be compliant with the new standards' requirements by managing all leased assets in one repository, assisting with the accounting and the GASB 87 disclosures.

Gravity is a user friendly cloud-based solution that enables its user to:

- Customize workflows
- Generate disclosures according to the new accounting rules.
- Access large sets of built-in reports, along with the capability of creating customized ad-hoc reports
- Send alerts to users regarding critical dates
- Track & report on non-Lease expenses
- Easily upload and download data in multiple formats.
- Generates amortization schedules and journal entries for easy upload to ERP
- Unlimited numbers of attachments in any format, linked to contract data

Unique Features of Gravity:

- Perform reconciliation of the Accounts Payable and Accounts Receivable subledgers in the ERP system to the data on the Gravity's lease accounting module.
- Automatic classification between capital leases and short term, rolling and immaterial leases.
- Unique dedicated treatment of the extension and cancellation options according to GASB 87 requirements, including automatic adjustments of the payment schedules according to the probability of exercising options.
- CPI adjustments according to GASB 87 requirements. The CPI adjusted payment schedule is created in parallel with the nominal payment schedule and the assets and liabilities in the amortization schedule are updated only during a change in the lease terms that requires an update in the payment schedule.
- Allocation of assets, liabilities and between several funds and cost centers
- Unique departmental data collection method using a simplified spreadsheet that enables departments and agencies that don't have accounting training to submit data easily.

Services & GASB expertise:

The IGM Service team has an established reputation for exceptional client service. When you purchase Gravity, not only do you get a top quality automation platform for Lease management, you also gain the support of adept financial automation specialists and GASB experts. That is, the service department will become familiar with teams processes and continually look for ways to drive value, create efficiencies and ensure you achieve the best results.

In addition to your dedicated implementation team, clients also have access to Gravity's Helpdesk and unlimited on demand training.

IGM technology and Gravity are capable of meeting and exceeding the requirements of this RFP. We believe that the end user experience and customizability of our spreadsheet-based application give our clients the most flexibility in establishing a defined lease management solution to meet their specific needs and to ensure compliance of any lease standard.

A. PROPOSAL RESPONSE REQUIREMENT

I. GENERAL LEASE ACCOUNTING/MANAGEMENT

1.1. GASB 87 Compliant

Yes, Gravity is fully compliant with GASB 87 requirements and IGM will provide periodic updates to Gravity that will make sure that the software aligns with the latest GASB requirements.

1.2. Generate journal entries by month, quarter or annually and accurately calculate lease data

Yes. Gravity is capable of creating periodic journal entries on a monthly, quarterly and annual basis. The journal entries files are generated automatically based on the payment schedules and amortization schedules in the system.

1.3. Generate monthly journal entries be created at a portfolio-level, lease- schedule-level and asset-level

Yes. During the journal entries set up, IGM and The City of San Diego will review the structure of the journal entries and IGM will set up the periodic journal entries. The user can select the assets and the liabilities for which they would like to generate journal entries by different classification. For example, journal entries can be generated on a cost center basis, on a fund basis or asset/lease component basis.

1.4. Store and track data about each lease, journal entry, and asset

Yes. Data about every lease is translated into a payment schedule, that is the basis for creating the journal entries. The data regarding the assets is stored as part of the metadata of every lease contract.

1.5. Ability to re-measure asset or liability value/amortization schedule

Gravity enables to track changes, update amortizations schedules and create automated journal entries in order to record the change. Once a change is made, the lease asset and the lease liability will be updated accordingly.

1.6. Ability to set up notifications for dates determined to be critical.

Yes. Gravity's flexible alerting system notifies users of critical dates in the lifecycle of a lease contract. At the beginning of the implementation process, San Diego's team will define the dates that will be set as critical and Gravity's team will set up the notification emails according to the timing that will be defined. For example, a notification can be sent 30 days prior to an expiration date of an extension option.

1.7. Alert notifications for lease renewals and deadlines to ensure start and end dates are not missed

Yes. Gravity's flexible alerting system notifies users of lease renewals and deadlines, according to a set of rules that will be defined during the implementation process.

1.8. Produce footnote disclosures

Yes. IGM Technology will deliver reports needed so that the client may prepare the footnotes to its financial statements in accordance with GASB 87. This ensures that all information in the CAFR will reflect the most up to date lease information. The disclosure also includes integration of the RoU assets into the capital assets disclosure and creation of full GASB 87 disclosure.

1.9. Enable cost center allocations for individual assets on a single lease schedule

Yes, Gravity enables to allocate accounting data and journal entries between several cost centers (or any accounting strings). The allocation is defined during the lease set up and can be updated during the lease contract. Journal entries that are associated with the lease are split automatically according to the allocation.

1.10. Supports split allocations of a single asset across multiple cost centers, funds, etc.

Yes, Gravity enables to allocate accounting data and journal entries between several cost centers (or any accounting strings). The allocation is defined during the lease set up and can be updated during the lease contract. Journal entries that are associated with the lease are split automatically according to the allocation.

1.11. Supports split allocations by percentage, fixed amount, etc.

Yes. Gravity supports the allocation of assets by percentage or fixed amounts.

1.12. Summarize changes made since a particular date

Changes that are made to lease data will be presented in the lease change reports and journal entries are created accordingly. The changes are recorded on a particular component basis and summarized in reports and journal entries.

1.13. Calculation of lease liability, individual and in aggregate, at the present value of payments and purchase option, if necessary, expected to be made during the lease term(s) or useful life. (Lessee)

During the inception of the contract, the total beginning lease liability is calculated according to the present value of the future cash outflows. The payment schedules in Gravity automatically take into account extension, purchasing and termination options.

1.14. Calculation of amortisation schedules, individual and in aggregate, of the discount on the lease liability. (Lessee)

Gravity calculates automatically the payments schedule and the amortization schedule based on the data that was provided in the lease contract. For each month of the amortization schedule, the starting and ending lease asset and lease liability are presented.

1.15. Calculation of the measure of lease assets, individual and in aggregate, including any ancillary charges. (Lessee)

Gravity calculates automatically the lease asset amortization schedule based on the data that was provided in the lease contract. For each month of the amortization schedule, the starting and ending lease asset and lease liability are presented.

1.16. Calculation of amortization schedules, individual and in aggregate, of the lease asset. (Lessee)

Yes, Gravity calculates amortization schedules on an individual asset basis. The amortization schedules can be aggregated to amortization schedules of totals of assets.

1.17. Ability to remeasure lease liability calculations and amortization schedules if lease modifications or discount rate changes are made during a reporting period, including renewal options. (Lessee)

Gravity enables the user to modify the lease terms, including exercising options that weren't expected to be exercised at the inception of the contract, update discount rates and adjust to CPI changes (only during other significant changes in the lease terms) and others.

1.18. Ability to remeasure lease asset calculations and amortization schedules for lease terminations, lease modifications or discount rate changes made during a reporting period. (Lessee)

Gravity has the ability to remeasure assets, liabilities and amortization schedules for terminations, modifications, extensions and other changes in the lease terms. Any change will lead to an automated journal entry that will update the lease asset, lease liability and, if needed, recognition of profit/loss due to the change.

1.19. Ability to adjust calculations as necessary for impairment of an asset. (Lessee)

Gravity calculates an impairment of lease asset and provides automated journal entry that removes the asset from the lease records, starting a given date.

1.20. The total amount of lease assets, and the related accumulated amortization. (Lessee)

Yes. Gravity provides an out-of-the-box report which includes the total amount of lease assets, and the related accumulated amortization.

1.21. The amount of lease assets by major classes of underlying assets. (Lessee)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.22. The amount of outflows of resources recognized in the reporting period for variable payments not previously included in the measurement of the lease liability. (Lessee)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.23. The amount of outflows of resources recognized in the reporting period for other payments, such as residual value guarantees, or termination penalties not previously included in the measurement of the lease liability. (Lessee)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.24. Principal and interest requirements to maturity for the lease liability for each of the five subsequent fiscal years and in five-year increments thereafter. (Lessee)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.25. Calculation of lease receivable, individual and in aggregate, at the present value of payments expected to be received during the lease term(s). (Lessor)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.26. Calculation of amortisation schedules, individual and in aggregate, of the discount on the lease receivable. (Lessor)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.27. Ability to remeasure lease receivable calculations and amortization schedules for lease terminations, lease modifications or discount rate changes are made during a reporting period including renewal options. (Lessor)

Gravity has the ability to remeasure lease receivable and amortization schedules for terminations, modifications, extensions and other changes in the lease terms. Any change will lead to an automated journal entry that will update the lease receivable and, if needed, recognition of profit/loss due to the change.

1.28. Calculation of the measure of lease Deferred Inflow of Resources, individual and in aggregate. (Lessor)

Gravity measures Deferred Inflow of Resources on individual lease component basis. Aggregative reports are available and they include summarization of leases on fund, cost center or entity basis.

1.29. Calculation of amortization schedules, individual and in aggregate, of the lease Deferred Inflow of Resources. (Lessor)

Gravity calculates automatically the payments schedule and the amortization schedule based on the data that was provided in the lease contract. For each month of the amortization schedule, the starting and ending lease asset and lease liability are presented. Aggregative reports by cost center, fund or the whole entity are available out-of-the-box.

1.30. The total amount of inflows of resources recognized in the reporting period from leases. (Lessor)

Gravity calculates automatically the payments schedule and the amortization schedule based on the data that was provided in the lease contract. Those calculations include total amounts of inflows for individual lease components and aggregations by cost center, fund and entity.

1.31. The amount of inflows of resources recognized in the reporting period for variable and other payments not previously included in the measurement of the lease receivable. (Lessor)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

1.32. A schedule of future payments that are included in the measurement of the lease receivable, showing principal and interest separately, for each of the five subsequent fiscal years and in five-year increments thereafter. (Lessor)

Yes, this is an out-of-the-box report that Gravity provides for creating GASB 87 disclosure.

II. REPORTING

Gravity provides a set of built in reports, such as reports that are dedicated to journal entries, reports for disclosure and general accounting information reports. Additionally, Gravity enables users to create adhoc reports during the implementation process.

2.1. Accumulated Depreciation Rollforward

Yes.

2.2. Minimum Future Payments – Finance Leases

Yes.

2.3. Minimum Future Payments – Operating Leases

Yes.

2.4. Minimum Future Rental Payments (Landlord)

Yes.

2.5. Gross Asset Balance Roll Forward (Capital Leases only)

Yes.

2.6. Interest Expense (Capital Leases only)

Yes.

2.7. Liabilities Rollforward (Capital Leases only)

Yes.

2.8. Asset Balance Rollforward (Capital Leases Only)

Yes.

2.9. Commitments Disclosure Report

Yes.

2.10. Depreciation Expense Rollforward

Yes.

2.11. Interest Expense

Yes.

2.12. Liabilities Rollforward

Yes.

2.13. Payment Expense

Yes.

2.14. Deleted Leases Report

Yes.

2.15. Lease History Report

Yes.

2.16. Percentage Rent Settlement Report

Yes.

2.17. Amortization of ROU Assets – Finance Leases

Yes.

2.18. Finance Lease – Financing Cash Flows

Yes.

2.19. Finance Lease – Operating Cash Flows

Yes.

2.20. Interest on Lease Liabilities – Finance Leases

Yes.

2.21. New ROU Assets – Finance Leases

Yes.

2.22. New ROU Assets – Operating Leases

Yes.

2.23. Operating Lease Cost

Yes.

2.24. Operating Lease – Operating Cash Flows

Yes.

2.25. Short-term Lease Cost

Yes.

2.26. Sublease Income

Yes.

2.27. Variable Lease Cost

Yes.

2.28. Weighted Average Discount Rate – Finance Leases

Yes.

2.29. Weighted Average Discount Rate – Operating Leases

Yes.

2.30. Weighted Average Lease Term – Finance Leases

Yes.

2.31. Weighted Average Lease Term – Operating Leases

Yes.

2.32. Complete Disclosures Report

Yes.

III. INTERNAL CONTROLS/SECURITY

3.1. Data entry validation

Data entry validation is done on several layers:

- **Technical validation of the content that was entered, such as requirement to enter valid dates in dates fields.**
- **Validating content of specific data points, such as mandatory fields.**
- **Validating data between different data points, such as extension option date can't start before the end of the contract.**

3.2. Role based access control

Yes. Access rights in Gravity can be assigned either by user or by role.

3.3. Should allow creation and maintenance of roles and assignment of rights/permissions to the roles

Yes. During the implementation, the initial roles will be created and the roles are customizable afterwards by the system admin.

3.4. Approval capability will be relied upon for the review process to ensure accuracy of information and help maintain an effective internal control environment

Yes. Gravity includes a comprehensive workflow that could be customized according to the client's needs and incorporated into the entire audit process. Gravity also supports multiple workflow templates. In most of the lease module implementations, the departments submit the data and then only the finance department has the ability to update or change the data.

3.5. Supports the encryption of sensitive data within the system (e.g., passwords and Social Security Numbers); and supports the encryption of all data transmissions into and out of the system

Yes. Gravity encrypts data both at rest and in transit. Gravity runs on the Google Cloud Platform (GCP), so all of Gravity's data would be stored within the Google environment. Google automatically encrypts all data at rest within the GCP. More information on Google's encryption at rest methods can be found here:

<https://cloud.google.com/security/encryption-at-rest/>

Gravity also encrypts all data in transit. Communication between the client and the Gravity application would occur via a https connection. Furthermore, all data communications between components within the Google Cloud Platform are also encrypted. More information on Google's encryption in transit can be found here:

<https://cloud.google.com/security/encryption-in-transit/>

The GCP offers Gravity's customers with numerous data protection certifications that would attest to the safety and security of the City's data. More information on Google's data protection certifications can be found here:

https://privacy.google.com/businesses/compliance/#!?modal_active=none

3.6. Supports the enforcement of internal controls for financial reporting

Gravity enforces internal controls on several layers:

1. **Workflows** - that are designed in a way that users can access documents that belong to workflows that they were added to.
2. **Permissions** - Gravity's permissions are designed in a way that only active granting of permission will enable the user to access objects. Permissions can be designed as Full permissions, review permissions and view only permissions.

3.7. Ensure accountability by providing an audit trail for every change made to each lease

Yes. Gravity provides a full audit trail to every change made in the data. The audit trail includes: who made the change, what was changed and when the change occurred. Users can access the audit trail at any time to review all changes made. Gravity also provides a clear audit trail of all changes made to its data model. As new data files are loaded into Gravity, prior versions are retained – to provide a clear history of all data loaded into the application.

Also, with Gravity it is easy to revert back to a previously saved version of the document.

IV. MISCELLANEOUS

4.1. Compatible/Interface with SAP software

Yes. Gravity can export and import data from SAP software.

4.2. Interface with REPortfolio (READ Lease Software).

Files can be uploaded and downloaded to Gravity in several formats such as xls, csv, txt, pfd, doc and more. Possibility of interface with REPortfolio can be discussed during the implementation.

4.3. Support the importing of data from existing repositories and spreadsheets into the application

Yes. With Gravity users can upload information in several formats, such as xls, csv, txt, pfd, doc and more.

4.4. Ability to export reports in various formats

Yes. Any report or schedule that Gravity generates can be exported to Excel, Word, PDF, CSV and other formats. Payments schedules, journal entries, reports per asset, reports per cost center, reports of lease incomes and expenses can be easily created and downloaded in a format selected by the user.

4.5. Multiple users: Super users, admin/maintenance, display

Yes, Gravity can support an unlimited amount of users working in the application at the same time.

Super Users/ Administrators: These users have the ability to create workflows, assign security permissions and application level locking and have access to the entire platform.

Full Access: These users have full access to the Gravity platform, except assigning user permissions.

Data Collection: These licences are typically assigned to departments and agencies that central finance would like to collect lease data from.

View Only : These users are only able to view the report output.

V. PRE/POST OP GO LIVE SUPPORT

5.1. Software maintenance (including patches and upgrades) and warranties

Yes. IGM provides periodic updates to Gravity. Versions are usually deployed once a quarter and hotfixes are installed as needed.

Yes. IGM Technology follows a rigorous process to fully test the application prior to releasing patch upgrades, bug fixes and/or new releases. IGM has set up a comprehensive test environment to test all aspects of the system.

5.2. Enhanced technical support (early life support) during project stabilization and ongoing

Yes, Gravity's dedicated implementation team will be available to assist with technical support during the beginning of the implementation until project stabilization.

IGM provides full implementation support of lease accountants during the implementation process of Gravity. IGM will develop and update our systems to efficiently manage San Diego's leases and the lease management process. The IGM implementation team will work closely with San Diego in conducting acceptance testing when updating technology systems to better fit San Diego's needs.

Gravity has a global support team that is dedicated to resolving our customers technical issues and providing application support.

5.3. Complete user, administrative, technical, and training documentation as well as provide in-person end user training.

Yes. IGM provides training and training materials for all the users of the system as part of the implementation. The training includes online training sessions. Training materials will be provided during the training sessions and will include user's manual and best practices for using the system.

System documentation and training materials are updated and distributed according to the updates made to the system.

5.4. Complete data migration.

Data migration can be done using Gravity's comprehensive ETL module that enables the users to transform data from other systems into Gravity's database.

VI. COMPLIANCE WITH IT MANDATORY REQUIREMENTS

6.1. The City provides a description of its technology environment and minimum standards in Attachment 1 (IT Mandatory Requirements, which proposers must complete in its entirety. Proposers must describe, in detail, both how their proposed solution complies with each minimum standard, as well as any and all RFP - Goods, Services, & Consultants areas where their proposed solution will not comply or meet these minimum standards. If a standard is not applicable, that must be so noted. A response stating simply that the solution complies with the minimum standard without an explanation of how, specifically, it complies, would be unacceptable and potentially deemed non-responsive.

VII. SERVICE LEVELS

7.1. Uptime Availability. Contractor warrants that the Hosted Service will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month during the Service Period.

IGM's SLA provides 99.9% availability and Gravity has withstood this standard since its launch.

No unscheduled outages of more than an hour were recorded in the last year.

7.2. Uptime Availability Remuneration. Where Contractor fails to meet the Uptime Service Level, then City is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Uptime Percentage in a Full Calendar Month	Service Credit
95.5% to 100%	No credit. Uptime is met.
97% to 99.4%	5% of the prorated monthly Subscription Fee for the Services
95% to 96.9%	7% of the prorated monthly Subscription Fee for the Services
90% to 94.9%	10% of the prorated monthly Subscription Fee for the Services
Less than 90%	100% of the prorated monthly Subscription Fee for the Services

Service Credits earned in a given annual period will be applied as credits towards next year's annual software's licensing fees. However, in no case can the Service Credits earned in a given annual period exceed more than 50% of next year's annual software licensing fees.

7.3. Service Credit Calculation. Uptime Availability will be calculated monthly by Contractor and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

7.3.1. $UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

- (a) Scheduled Maintenance;
- (b) any of City's Content and Software;
- (c) any unlawful, negligent or willful act or omission by City, City's Agents, contractors or invitees or any other person; and
- (d) any Force Majeure event.

7.4. Scheduled Maintenance. Contractor will provide 72 hours' notice of any upgrades that require platform down time of over one (1) hour. Scheduled Maintenance will occur only outside of the core City hours of 8am to 5pm PDT.

Yes, IGM will provide 72 hours notice of any upgrades that require platform down time of over (1) hour and will occur outside of core City hours 8am - 8 PDT.

7.5. Hosting Facility Services. Contractor assumes all responsibility for the computing environment supporting the hosted applications.

Yes, IGM assumes all responsibility for supporting the hosted application Gravity and computing environment.

7.6. Operations and Monitoring. Applications provided by the Contractor are supported twenty-four (24) hours a day, seven (7) days a week by an automated and alert monitoring system.

Yes. Gravity has an alerting system that notifies the CTO and other senior technical personnel about unscheduled downtime of the servers.

7.7. Application Administration. Applications provided under this agreement will be the responsibility of the Contractor. Contractor will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.

IGM Technology owns and manages Gravity and all related databases, supporting hardware and operating systems on behalf of our clients.

7.8. Application Recovery. Contractor will provide the following Recovery Services:

7.8.1. Hosting Infrastructure and environment recovery processes;

IGM Technology runs all of its business applications, source code, and data in the Google Cloud to provide access from any location and to take advantage of Google's distributed data center locations. As a result, all of IGM's employees can be equally effective in the office, working from home, or working from any other location with access to the internet. In the event of a disaster, our team will be able to fully support our clients and continue to support the Gravity application.

IGM has a robust business continuity plan that includes backups in alternate locations of Google data centers in the US. In case that the data center will be catastrophically damaged, Gravity will be able to switch its operation to another data center, based on the latest backup of the system.

7.8.2. Application recovery processes; and

Gravity has a robust application recovery process, please refer to answer 7.9.

IGM is testing its recovery capabilities on an ongoing basis, usually once a month. Results of the testings can be provided upon request.

7.8.3. Offsite data backup storage and periodic testing of data backups.

Gravity provides three methods for backing up the data. 1. Gravity provides automatic replication of the database in real-time. 2. Client data is automatically backed up once per day. 3. In addition, all edits to the Gravity documents are also stored in Gravity's audit trail. All changes ever made to the document are retained indefinitely.

7.9. Disaster Recovery. Contractor shall maintain and comply with a reasonable written Disaster Recovery Plan (DR Plan), setting forth the procedures for (a) keeping services functioning during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyber-terrorism, and other man-made disaster, including without limitation force majeure; and (b) restoring Service functionality promptly after a disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

IGM Technology has defined a robust disaster recovery process. From an infrastructure perspective, the Gravity application is deployed across the Google Cloud Platform, which organizes its data centers across multiple regions and zones, to provide automatic fail-over in case of a disaster. The Google Data Center locations can be found here:

<https://cloud.google.com/about/locations/>

7.10. Incident Management. Contractor provides Incident Management support for all application services covered by this Agreement. City will direct issues encountered with the services provided in this Agreement to an Incident Management or Customer Support contact as identified by Contractor. Incidents will be assigned a priority level by the City based on the following criteria, and Contractor 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 solution is not functioning and there is no workaround that is acceptable to the City, thereby preventing a department or workgroup from performing a mission critical business function(s).		
Priority (P2)	Level	2	Significant impact to 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 (P4)	Level	4	Inconvenience – the solution is causing a minor disruption in the way tasks are performed but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.

Level	Time to Respond	Response Credit	Time to Resolved	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 5 Business Days	7% of prorated monthly Service Fees
P4	100% responded to within 72 hours	2% of prorated monthly Service Fees	100% resolved within 15 Business Days	5% of prorated monthly Service Fees

IGM will use all commercially reasonable efforts to meet or exceed the above incident management standards.

7.11. Recovery Point Objective. In the event of a failover to a secondary data center, Contractor will restore a copy of the City's data that is less than or equal to two (2) hours old at the time of service disruption.

Yes, IGM will restore a copy of the City's data that is less than or equal to two hours from the time of the service disruption.

7.12. Recovery Time Objective. The City will be able to resume service within four (4) hours after service disruption if a disaster incapacitates the primary data center.

Yes. Gravity can resume service within four hours after service disruption.

Gravity application is deployed across the Google Cloud Platform, which organizes its data centers across multiple regions and zones, to provide automatic fail-over in case of a disaster. The Google Data Center locations can be found here:

<https://cloud.google.com/about/locations/>

7.13. Support Hours. Contractor should offer, at a minimum, a staffed telephone support and email support offering support between the hours of 9:00 a.m. Pacific Time, Monday through Friday excluding holidays.

Support is provided during weekdays between 8am EST and 8pm PST. During business hours, the support tickets are usually addressed within 2 hours.

Email: support@igm.technology

Phone: 1-800-419-1459

7.14. Network. Contractor is responsible for providing adequate network infrastructure so as to meet the performance metrics specified in this Agreement. City is responsible for providing adequate internal network infrastructure so as to not affect the Contractor's ability to meet those performance metrics. City is responsible for the support, maintenance, and monitoring of the City's dedicated LAN and or WAN. Contractor bears no responsibility for performance and availability problems on networks within the City's control.

Gravity is a 100% cloud based software that allows users to access the application from any computer/laptop/tablet running Windows or iOS with any web browser.

7.15. Periodic Reporting. Contractor will monitor and document its performance against the agreed Service Levels, and provide to the City a quarterly report demonstrating its performance against the agreed Service Level Requirement metrics, highlighting where any targets have been missed and providing to the City a Service Credit to the applicable value agreed when necessary.

IGM technology can jointly design a quarterly report with the City of San Diego to measure performance against the agreed Service Level Requirements and will be available upon request.

7.16. Termination for Service Levels Default. For the avoidance of doubt, if Contractor fails to meet its Service Levels on three (3) consecutive monthly reporting periods, or fails to meet its Service Levels on four (4) monthly reporting periods through the course of a rolling twelve (12) month period then City will consider that Contractor is failing to satisfactorily perform its Service Levels and may exercise its rights to terminate the Agreement for default.

IGM Technology accepts the above terms.

B. IMPLEMENTATION

The successful proposer will configure and implement the solution on the basis of a firm fixed-price delivery model. An agreed-upon project plan, to include all necessary activities, inclusive of development, test, user-acceptance and roll-out into a production environment must be delivered to the city prior to project commencement. (any subscriptions or maintenance agreements procured as a result of this solicitation will not commence their 'term' until user-acceptance is performed and signed-off by the city.)

In order for the City to become compliant with the necessary financial accounting standards in good time, the solution must be implemented with all known City leases as of implementation, and in a production environment no later than May 31, 2021.

Proposers must submit a draft implementation plan, and propose necessary project milestones with commensurate and reasonable milestone payments, and reasonable deliverable acceptance criteria; the city will 'holdback' 20% of the implementation costs, to be paid to the contractor upon mutually-accepted 'first user live' in a production environment.

Software subscription services, or annual support and maintenance services purchased as a result of this solicitation will be invoiced annually, up-front. In the event that the resulting agreement is terminated, the contractor will refund the City the pro-rated unused portion of the subscription or support and maintenance services

Project Plan and Implementation Approach

Proposed Method

IGM Technology follows a structured approach and methodology to ensure the successful implementation of Gravity at each of our customers.

The project will start with a kick-off meeting between IGM Technology and The City of San Diego's project team. At the kick-off meeting, IGM will present the IGM Technology Implementation Team, which would include: Project manager, Implementation Services Consultant (an accountant) and an analyst. During this session we will discuss key milestones and deliverables to ensure that Gravity - Lease Management will be deployed in a successful and timely manner.

Following the kickoff meeting, IGM will follow a structured and well tested approach to the City's accounting module implementation:



IGM will review the key steps in the project and their associated timeline:

Step 1	Gather and analyze the Lease Data that has been collected	Weeks 1-2
	The City of San Diego will upload all existing lease information into the Gravity's Drive. IGM will review the data that has been collected by The City of San Diego to assist in defining the lease data collection process. IGM would then analyze all of the uploaded documents.	
Step 2	The City of San Diego will collect lease contracts data using Gravity's data collection form	Weeks 3-6
	After the initial data evaluation will be completed, Gravity will set up structured data collection spreadsheets that will enable The City of San Diego to enter data from the lease contracts into Gravity and attach the contracts.	
Step 3	Analyze and refine the data that was collected	Weeks 6-8
	IGM and The City of San Diego's finance team will review the data that was collected in the data collection spreadsheets, compare the data to the contracts and make necessary corrections and updates. At this stage, The City of San Diego's team and Gravity's lease accountants will classify the leases and decide which leases are in the scope of GASB 87.	
Step 4	Create and review payment schedules	Weeks 9-10
	IGM's team will create the payment and amortization schedules based on the data that was collected and The City of San Diego's finance team will review and approve the schedules.	
Step 5	Create and review journal entries	Week 11
	IGM will create and test the inception and periodic journal entries that are designed for uploading into The City of San Diego's ERP system.	
Step 6	Create CAFR Disclosure reports	Week 12
	IGM Technology will deliver reports needed so that The City of San Diego may prepare the footnotes to its financial statements in accordance with GASB 87. This ensures that all information in the CAFR will reflect the most up to date lease information.	

Client support

Each Customer has access to their own Gravity helpdesk portal. The helpdesk support includes tickets support, a complete breakdown of the project milestones and deliverables and unlimited training.

C. PAYMENTS

Payment for services will be processed via progress payments, based on the City's approval and the completion of the detailed Schedule/Milestones/Deliverables agreed upon by the Contractor and the City after award.

D. ADDITIONAL INSURANCE

The following Additional Insurance requirements shall apply:

Professional Liability. 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, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, 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.

E. TECHNICAL REPRESENTATIVE

The Department Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

F. PAYMENT CARD INDUSTRY DATA SECURITY DOCUMENTS

1. **Contractor Certification.** Contractor certifies that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. Contractor will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). 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 PCI DSS standards and/or other material payment card industry standards. In addition, Contractor shall provide payment card companies, acquiring financial institutions, and their respective designees required access to the Contractor's facilities and all pertinent records as deemed necessary by the City to verify Contractor's compliance with the PCI DSS requirements.
 2. **Data Security.** Contractor acknowledges responsibility for the security of cardholder data as defined within PCI DSS standards. Contractor shall undergo independent third-party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, Contractor will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of this Contract.
 3. **Use of Data.** Contractor acknowledges and agrees that Contractor may only use cardholder data for completing the work as described in the Contract Specifications consistent with PCI DSS standards or applicable law. Contractor shall maintain and protect in accordance with all applicable laws and PCI DSS standards the security of all cardholder data when performing the Services.
 4. **Notification Requirements.** Contractor shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized card access to allow the proper PCI DSS breach notification process to commence. Contractor agrees to assume responsibility for informing all affected individuals in accordance with applicable law. All notifications and required compliance documents regarding PCI DSS shall be sent to:
Chief Information Security Officer 1010 2nd Avenue, Suite 500
San Diego, CA 92101 Cybersecurity@sandiego.gov 619-533-4840
2. **Indemnity.** 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 Contractor's failure to maintain PCI DSS compliance standards.

IGM will comply with the above statements.

3. Team Overview

The IGM Service team has an established reputation for exceptional client service. When you purchase Gravity, not only do you get a top quality automation platform for financial close management processes, you also gain the support of adept financial automation specialists. That is, the service department will become familiar with teams processes and continually look for ways to drive value, create efficiencies and ensure you achieve the best results.

In addition to your dedicated implementation team, clients also have access to Gravity's Helpdesk and unlimited on demand training.

VP Services: Oded Solomon

Oded Solomon

Oded is VP services at IGM Technology. Oded has extensive experience implementing public sector reporting solutions at various states, cities, counties and governmental agencies. Oded has over 10 years of experience in deploying external financial reporting solutions to organizations across North America. Oded first began working with external financial reporting solutions at Clarity Systems in 2008, using a product called Clarity FSR. Clarity FSR was the first enterprise-scalable solution to automate the external financial reporting process. In 2010, Oded joined IBM as a Product Manager focused on IBM's external financial reporting solution, called CDM. Oded then joined IGM Technology in 2013 to help bring to market the next generation in external financial reporting solutions. At IGM, Oded helped to launch Gravity into the marketplace. Gravity is ideally designed to help public sector organizations produce external financial reports, like the CAFR, Budget Book and other high value documents. Oded is now a Senior Implementation Consultant, leading the implementation of Gravity for IGM's public sector clients.

Dedicated Project Team

Barry Ginsburg - Project Manager

Barry Ginsburg is a project manager and accounting specialist at IGM Technology, where he specializes in Lease Accounting Management. Barry has more than 10 years of accounting and consulting experience, mostly with Ernst & Young and Grant Thornton, and more than 5 years of accounting software experience. Barry holds an MBA degree from Emory University and a BBA Degree with focus on accounting. Barry has been a CPA since 2010.

Recent Projects:

King County CA - Lease Management

City of Charlotte, NC - Lease Management

Elsinore Valley Water Authority - Budgeting Planning

Christopher Shantz - Project Manager

Christopher Shantz is a project manager and accounting specialist at IGM Technology, where he enables IGM's clients to take full advantage of the Gravity platform. Chris manages a cross functional team of accountants, designers and implementation consultants to provide a comprehensive financial close management solution to IGM's clients. Prior to joining IGM, Chris studied Finance and Economics at the University of Western Ontario and has an extensive background in the banking and finance industry. Chris is a naturally inquisitive person and has excellent problem solving and communication skills. Chris has become an expert on the Gravity platform and is able to effectively help his clients leverage the utility of the Gravity platform.

Recent Projects:

City of Boston, MA - CAFR automation

County of Placer, CA - Budget Book automation

Farm Credit Canada - Annual, Quarterly report automation

City of Phoenix - CAFR, Interim Financials

Tania Kotenko - Accounting Specialist, CPA

Tania Kotenko is an accomplished accounting specialist, CPA at IGM Technology, with a high degree of professionalism and strong problem resolution capabilities. Tania is known for her strong attention to detail and will be responsible for coordinating and executing the ongoing tasks of the project. Prior to joining IGM Technology, Tania worked with KPMG as an audit manager and finished a Masters degree in Accounting and Audit. Tania is a dedicated resource that helps our clients build enhanced reporting and financial close processes.

Recent Projects:

Collier County, FL

City of Charlotte, NC

King County, CA

Ryley Davenport - Support Team Lead

Ryley Davenport is the Support Team Lead and assists with the training of clients throughout the implementation process. Ryley manages a team of accountants and designers who assist with support requests. From written instruction to short walkthrough meetings Ryley, and his team will be there to assist you. Prior to joining IGM, Ryley studied Computer Science at Laurier University and has an extensive background in the software field, designing a couple software programs during his time at school. Ryley has gained excellent problem solving skills as this is a key to being in Computer Science and has managed to successfully apply those skills in Gravity here at IGM. Being the Support Team Lead, Ryley has been able to expand his knowledge of the Gravity platform by answering many different questions and has used this to gain an expansive understanding of how Gravity works, with the added bonus of being able to communicate and explain clearly to clients so they can understand as well to use Gravity to its fullest potential.

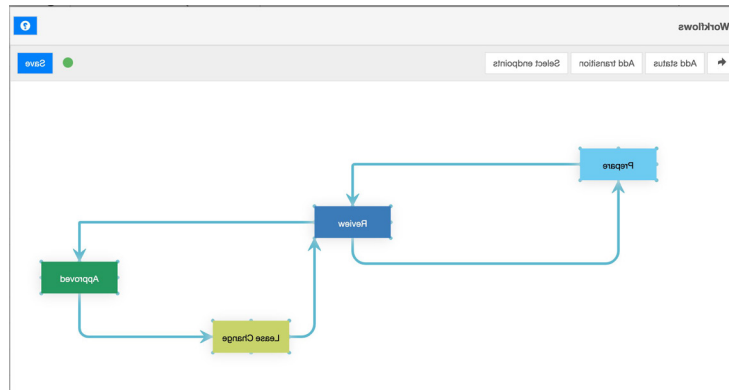
Recent Projects:

City of Boston,

City of Killeen,

City of Berkely

4. Gravity - Lease Module Screenshots Comprehensive Workflow



Incorporating the Right of Use assets into the capital assets disclosure

NOTE 5 – CAPITAL ASSETS

A summary of capital asset activity for the year ended September 30, 2020 is as follows:

	October 1, 2019	Additions	Deductions	Transfers and Reclassifications	September 30, 2020
Governmental Activities:					
Capital assets not depreciated:					
Land and other non-depreciable assets	\$464,558,594	\$ -	\$ -	\$ -	\$464,558,594
Construction in progress	59,435,613	-	-	-	59,435,613
Total capital assets not depreciated	523,994,207	-	-	-	523,994,207
Capital assets depreciated:					
Buildings	465,301,769	-	-	-	465,301,769
Infrastructure	1,146,042,544	-	-	-	1,146,042,544
Improvements other than buildings	317,826,526	-	-	-	317,826,526
Machinery and equipment	244,154,023	-	-	-	244,154,023
Right-to-use leased land	454,273	-	-	-	454,273
Right-to-use leased buildings	4,108,627	36,730	-	-	4,145,357
Right-to-use leased equipment	3,029,454	584,004	-	-	3,613,458
Total capital assets depreciated	2,180,917,216	620,734	-	-	2,181,537,950

Example for allocation between several funds

Future minimum capital lease obligations as of September 30, 2020 were as follows:

	Governmental Activities	Business-type Activities	Total
2021	29,702	78,693	108,395
2022	29,702	-	29,702
Total minimum lease payments	59,404	78,693	138,097
Less amount representing interest	(3,743)	-	(3,743)
Present value of minimum lease payments	\$55,661	\$78,693	\$134,354

The County also leases office space, office equipment and storage space under operating leases. These leases expire or are cancellable within the next fiscal year. In the normal course of operations, these leases will be renewed or replaced by other leases. Total rental expenditures for all operating leases within the governmental activities for the year ended September 30, 2019 were \$1,918,589. Total rental expenditures for all operating leases within business-type activities for the year ended September 30, 2019 were \$501,201.

Comprehensive Lease Templates

Lessee Component Financials

C County

Department Name		Corporate Business Operations
Description	Input	Validation Messages
Entry Type	Setup	
Contract Data		
Lease ID	EE-0019	
Contract Number		
Purchase Order Number	4700003958	
Asset Name	Administrative Office Lease	
Asset Type*	Buildings	
Asset Location*	801 Laurel Oak Dr St 302	
Lease Description*	Administrative Office Lease	
Business Partner (Vendor) Name*	American National Insurance Co.	
Business Partner (Vendor) Number	125027	
Special Lease Classification	None	
Lease Commencement Date*	2017-01-01	
Lease End Date*	2019-12-31	
Financial Data		
Incentives Amount (\$)		
Incentives Payment Date		
Downpayment Amount		
Downpayment Date		
Set up Costs		

Periodic Increases

C County

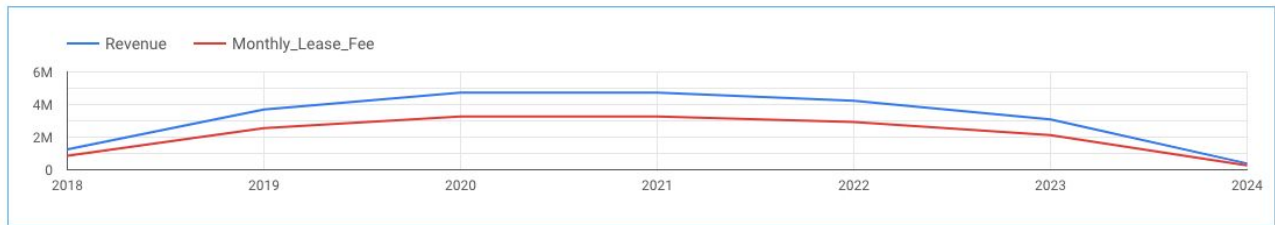
Department Name	Corporate Business Operations				
Date	Lease Payment Amount	% of Periodic Increase of Lease Payment	Final Change Rate	Accumulated Increase Multiplier	Is the increase based on CPI adjustment
2018-01-01	\$2,040		4.17%	104.17%	
2019-01-01	\$2,101		3.00%	107.29%	
2020-01-01	\$2,164		2.99%	110.50%	
2021-01-01	\$2,229		3.02%	113.83%	

Gravity Analytics for Lease Management (visualisation)
 Any dashboard can be exported to Excel

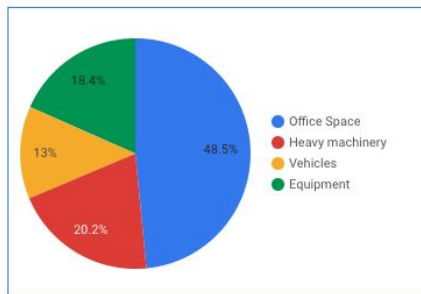
City of Springfield Lease Recognition

Lease Revenue & Expenses

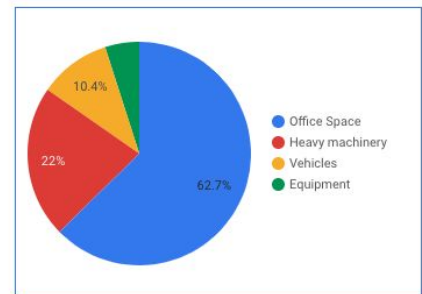
Year



Revenue



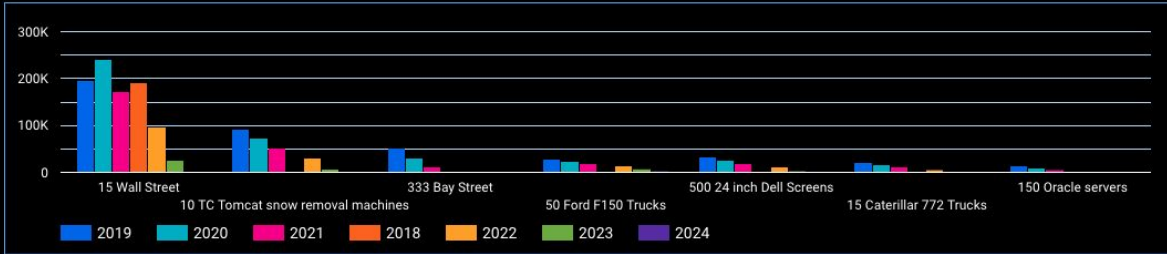
Expenses



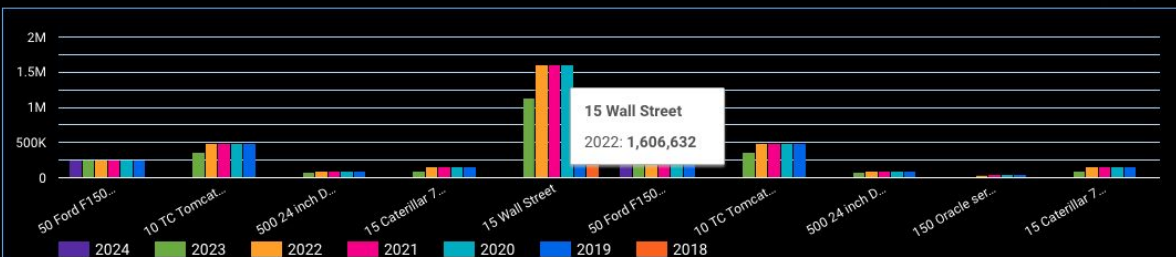
City of Springfield Lease Recognition

Year ▼

Interest



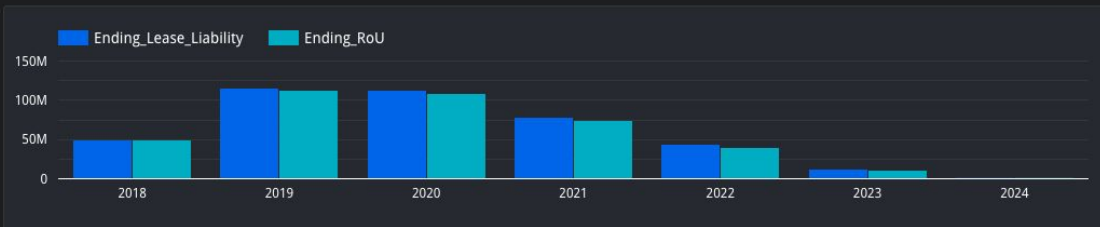
Amortization



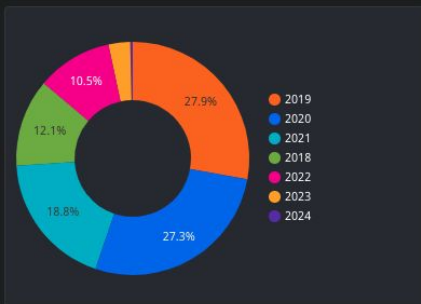
City of Springfield Lease Recognition

Year ▼

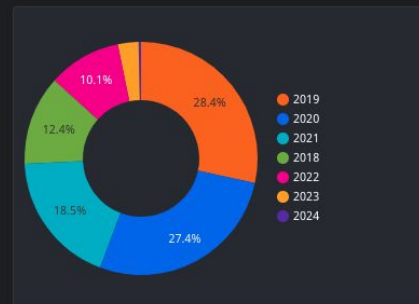
Balance sheet information



Lease Liability By Year & Department



ROU By Year & Department



Monthly Lease Asset Amortization Journal Entry

City of Springfield Lease Recognition

Year
 Month
 Account

Journal Entry

Asset ▼	Cost Center	Account	Business Unit	Month	Year	Debit	Credit
Ford F150	7701	300-2450	3234	January	2019	5,423	0
Ford F150	7701	300-2452	3234	January	2019	0	5,423
Ford F150	7701	560-4567	3234	January	2019	5,500	0
Ford F150	7701	324-7890	3234	January	2019	0	5,500
333 Bay Street	7701	300-2450	3234	January	2019	25,079.26	0
333 Bay Street	7701	300-2452	3234	January	2019	0	25,079.26
333 Bay Street	7701	560-4567	3234	January	2019	27,700	0
333 Bay Street	7701	324-7890	3234	January	2019	0	27,700
333 Bay Street	7701	300-2450	3234	February	2019	25,111	0

Balance 0

Department Name Corporate Business Operations

Percent	Type of Fund	Fund	Department Number	Company	Project	Cost Center	Function	Division	GL Expense Account	GL Account: ROU Lease Amortization	GL Account: Lease Asset
33.00%	Governmental ▼	109	CBO	1000		182601	533	Pelican Bay- Cour	644100	770300	170300
34.00%	Governmental ▼	109	CBO	1000		182900	541	Pelican Bay- Cour	644100	770300	170300
33.00%	Governmental ▼	778	CBO	1000		182700	541	Pelican Bay- Cour	644100	770300	170300

INSTRUCTIONS

- 1 Go to the "IT Mandatory Requirements" 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.

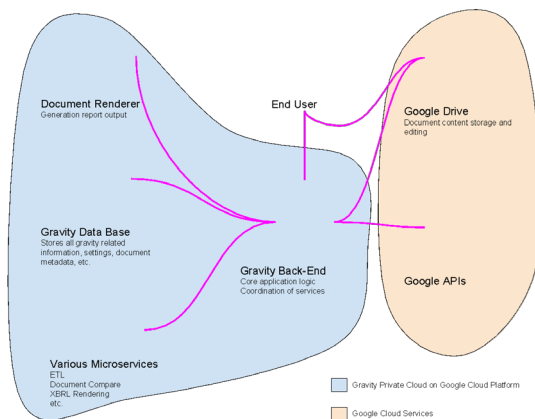
City of San Diego

IT Mandatory Requirements

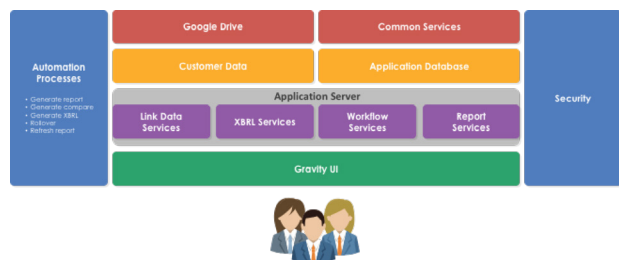
ID	City Requirement	Level of Compliance	Proposer Response. Please describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds or alternatives, as available.
1 Application Security			
The following Application Security requirements shall apply:			
1.1	System User Authentication. Web authentication must be aware and ready (or configurable with) Security Assertion Markup Language (SAML) and Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	Fully Compliant	Gravity uses SAML for authentication but does not support using a third party authentication provider at this time. All sessions are signed out after inactivity. In Q1 2021 Gravity will have the ability to integrate with third party authentication providers.
1.2	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	All data in Gravity is encrypted in transit and at rest, this includes user names and passwords during the sign in process.
1.3	Encryption. Application must support industry standard methods, and at a minimum 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.	Fully Compliant	Gravity encrypts data both at rest and in transit. Gravity runs on the Google Cloud Platform (GCP), so all of Gravity's data would be stored within the Google environment. Google automatically encrypts all data at rest within the GCP. See more information on Google's encryption at rest methods here: https://cloud.google.com/security/encryption-at-rest/
1.4	System Sharing. Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.	N/A	Gravity is 100% integrated into the Google cloud platform and does not save clients information outside this platform. Google has SOC1 and SOC2 reports available on the following link: https://cloud.google.com/security/compliance/soc-2/ Our company completed the SOC2 audit in December, 2020.
1.5	Protection of Sensitive Information and Data. Proposer, its agents, employees, contractors and any other person or entity working on behalf of Proposer to provide services under this proposal must at all times comply with City of San Diego Administrative Regulation (A.R. 90.64) "Protection of Sensitive Information and Data".	Fully Compliant	Yes, IGM's employees will comply with the City of San Diego's (A.R. 90.64) standards.
1.6	Auditing and Logging. The Solution must log 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 System User ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details). Solution must support interoperability with centralized logging and Security Information and Event Management (SIEM) technologies.	Partially Compliant	All such events are logged in Gravity. We do not support integration with SIEM systems at this time.
1.7	Compliance with Organization's Security Policy, Standards and Procedures. Solution Proposer working directly on City-owned applications or from City facilities are subject to and required to follow all City policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at http://csrc.nist.gov/groups/STM/cmvp/standards.html For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.	Fully Compliant	Gravity supports role-based access to the application. Users can belong to one or many roles, as required.
1.8	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.	Fully Compliant	Gravity uses the Google Cloud Platform to ensure network availability and data integrity. The Google cloud platform (GCP) is one of the worlds most reliable cloud providers. Data is never transferred out of or into Gravity except at the client's request or as part of normal usage of the application (e.g. adding a new financial statment to the report).
1.9	Parameter Manipulation. Parameter manipulation must not be designed to provide access to data or Application functionality that a System User is not authorized to see or use. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	Gravity is regularly scanned by Google Cloud Security Scanner. Additional testing is done using OWASP ZAP as needed for releases. Results of these scans can be provided based on request.
1.1	Hidden Fields. The use of "hidden fields" for Security is prohibited. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	Gravity does not use hidden fields.
1.11	Cookies. Security settings must not rely on cookies. Cookies must not contain or be used to obtain sensitive information.	Fully Compliant	Cookies are used to maintain a session only, no sensitive information is stored in cookies.
1.12	Session Identifiers. If session identifiers are utilized, they must be generated with unpredictable numbers and must contain enough kepspace to prevent unauthorized use or guessing of the session ID's. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	Gravity uses the JSON Web Token (JWT) standard to create session tokens.
1.13	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.	Fully Compliant	Gravity does not report why authentication failed to the user, simply a generic incorrect username and/or password message. Likewise all errors for which there is no valid end-user level information are reported as a generic "Please contact your system administrator" error, the detailed error is recorded in backend logs.
1.14	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.	Fully Compliant	Clients are given their own instance of Google Workspace (which integrates with Gravity for document editing and creation). Furthermore all clients have their data separated within Gravity systems, including databases and application servers.
1.15	Sensitive Data. Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Fully Compliant	Gravity encrypts data both at rest and in transit. Gravity runs on the Google Cloud Platform (GCP), so all of Gravity's data would be stored within the Google environment. Google automatically encrypts all data at rest within the GCP. See more information on Google's encryption at rest methods here: https://cloud.google.com/security/encryption-at-rest/
2 Application Data			
The following Application Data requirements shall apply:			
2.1	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, the 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.	Fully Compliant	City of San Diego would have complete control over its data. The City of San Diego would determine what data is loaded into the system and how the data would be presented on the reports. The City can download their data from Gravity on demand, using the Gravity interface. At the end of the agreement, The City of San Diego would have 90 days to download their data - after which time the private cloud environment and the associated data would be deleted.
2.2	Personal Data. 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 Agreement. For the purpose of this 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).	Fully Compliant	IGM Technology agrees that we will comply with all applicable federal, state and local data protection laws and regulations with respect to disclosing and exchanging Personal Data.
2.3	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 Diego.	Fully Compliant	IGM Technology will not be using any third party sub-contractors.
2.4	Third Party Requirements. Proposer will cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	Fully Compliant	IGM Technology will not be using any third party sub-contractors.
2.5	State Requirements. Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant	Yes, IGM is compliant with the California Consumer Privacy Act.
3 Design			
The following Design requirements shall apply:			
3.1	Design Documentation. Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	Fully Compliant	Please view diagrams for infrastructure and hosting ecosystem in the "Diagram" tab.
3.2	Architecture Documentation. Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema.	Fully Compliant	Please view diagrams for infrastructure and hosting ecosystem in the "Diagram" tab. Other diagrams are available upon request.

4	Desktop Hardware		
	The following Desktop requirements shall apply:		
4.1	System. Compatible with 64 bit systems.	Fully Compliant	Users at the City of San Diego would simply require a computer running one of the leading browsers (e.g. Chrome, Safari, Internet Explorer, FireFox, or Edge) and access to the internet in order to run the Gravity application. Any relatively current desktop or laptop computer would be sufficient to run the Gravity application effectively. Users would be able to access Gravity from anywhere: the office, their home, etc.
4.2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class.	Fully Compliant	See answer 4.1
4.3	Tablets. Windows tablets version 10 v 1803; iPads iOS 12.1 (or at least to an n-1 version).	Fully Compliant	Gravity can be used on tablets.
4.4	Tablet/Laptop Combos. Microsoft Surface; HP 1012.	Fully Compliant	See answer 4.1
5	Desktop Software		
	The following Desktop requirements shall apply:		
5.1	Desktop Operating System. Microsoft Windows 10 (1803) Enterprise, or the most current version of this Operating System to within an n-1 standard.	Fully Compliant	See answer 4.1
5.2	Desktop Software. The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus; Java Version 8, Adobe Acrobat DC; SAPGUI. The City targets n-1 if not the latest updates.	Fully Compliant	See answer 4.1
5.3	Office Productivity. Microsoft Office Suite. Versions currently in use is Office 365. In addition: Microsoft Project, Standard and Professional, versions 2016; Microsoft Visio, Standard and Professional, versions 2013, 2016.	Fully Compliant	See answer 4.1
5.4	Web Browser. Google Chrome, Microsoft Internet Explorer IE11 and Mozilla Firefox version 47 or the current manufacturer's version to within an n-1 standard.	Fully Compliant	See answer 4.1
6	Applications Standards		
	The following Applications requirements shall apply:		
6.1	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Scrip	Partially Compliant	IGM Technology uses a variety of programming languages. Including HTML5 and Microsoft SQL
6.2	Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTP / RESTful (Partially Compliant	Communication with Gravity uses a RESTful web API, with JSON being the primary medium of exchange.
6.3	Desktop Configuration. Desktop components for any solution must be able to be pushed	N/A	Gravity does not have any desktop components.
6.4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Report	Fully Compliant	Gravity can integrate with SAP Crystal Reports.
6.5	Web Content Management System. Drupal	N/A	
6.6	Document Management Integration. OpenText.	N/A	
6.7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A	
7	Hosting Standards		
	The following Hosting requirements shall apply:		
7.1	City Hyper Converged Infrastructure. If solution is proposed as 'On Premise', it must su	N/A	Gravity is not an on premise solution.
7.1.A	Hyper Converged Infrastructure: server, shared-storage, networking equipment, and soft	N/A	Gravity is not an on premise solution.
7.1.B	Standalone server - HP ProLiant Generation 10 or higher.	N/A	Gravity is not an on premise solution.
7.2	Server OS. Solution must support Server Operating System - Microsoft Windows Server 2	N/A	Gravity is not an on premise solution.
7.3	Web Servers. If proposed system is locally hosted, it must support web servers - Microso	N/A	Gravity is not an on premise solution.
7.4	Virtual Servers. Solution must support virtual server hosting - VMware ESX (to an n-1 sta	N/A	Gravity is not an on premise solution.
7.5	Relational Database Management Systems. If solution is proposed as 'On Premise', it n	N/A	Gravity is not an on premise solution.
7.6	Cloud. Public Cloud Providers are Microsoft Azure, Amazon Web Services (AWS). Services provided include Infrastructure as a Service (IaaS) or Platform as a Service (PaaS). If purposed solution is IaaS or PaaS, it must reside within the borders of the United States and support either Microsoft Azure, or AWS. Private cloud using Virtual Cloud Foundation is the Standard.	N/A	Gravity is a SaaS application.

The following diagram illustrates Gravity's hosting ecosystem:



The following diagram illustrates Gravity's high level application architecture:



City of San Diego

Cost Proposal for Software As Service Option

Note: Please fill out only applicable fields

	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Project Initiation						
Kick Off Meeting						
Meeting Agenda/Script						
Draft Schedule						
Meeting Minutes						
Resource Scheduling						
Discovery (Information Gathering)						
Site Survey						
Staff Interviews						
Detailed Requirements Review and Analysis						
As-is and To-Be Business Process Review and Documentation						
Total	\$ 10,000.00					
Section 2: Services						
Project Management						
Detailed schedule / milestones / deliverables / dependencies / resources						
Refine and finalize solution design documentation						
Weekly Meeting Minutes						
Customization						
Development, Testing, Go-Live, and Post Go-Live Shedule						
Development, Unit Testing, Integration Testing, Load Testing						
Security roles						
Interfaces with applications						
Disaster recovery plan						
Support plan						
Data Migration						
Reports						
Standard reports with customization						
Customized reports						
Integration with Other Systems						
Training and Documentation						
Communication Strategy						
End-User Training						
Trainers Manual						
User Manual						
Total	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Section 3: Software (SaaS)						
Base Fee	0	\$13,000.00	\$13,585.00	\$14,196.33	\$14,835.16	\$15,502.74
Number of Concurrent Users (5)	0	0	0	0	0	0
Price per Unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Price (one-time or per year)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SaaS Costs	\$ -	\$ 13,000	\$ 13,585	\$ 14,196	\$ 14,835	\$ 15,503
TOTAL COSTS	\$ 25,000	\$ 13,000	\$ 13,585	\$ 14,196	\$ 14,835	\$ 15,503

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 minorities 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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

CHECK ONE BOX ONLY.

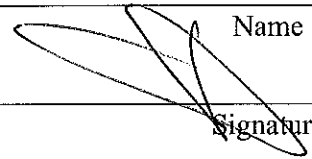
- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: IGM Technology Corp

Certified By Itzhak Gleicher Title CEO



 Name

 Signature

Date June 21, 2021

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: IGM Technology Corp

ADA/DBA: IGM Technology

Address (Corporate Headquarters, where applicable): 77 McMurrich St, Unit 318

City: Toronto County: Canada State: ON Zip: M5B 3V3

Telephone Number: 800-416-1459 Fax Number: _____

Name of Company CEO: Itzhak Gleicher

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Corporation Type of License: _____

The Company has appointed: Itzhak Gleicher

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: 77 McMurrich St, Unit 318

Telephone Number: 800-416-1459 Fax Number: _____ Email: igleicher@igm.technology

- 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 IGM Technology Corp

(Firm Name)

Canada, Ontario hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of June, 2021

(Authorized Signature)

ITZHAK GLEICHER

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: IGM Technology Corp

DATE: 06/21/2021

OFFICE(S) or BRANCH(ES): 77 McMurrich St, Unit 318

COUNTY: Toronto

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												5	1		
Professional												2	8		
A&E, Science, Computer												6	6		
Technical												5	5		
Sales												2	3		
Administrative Support													4		
Services															
Crafts												1	2		
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column					1							21	29		
--------------------	--	--	--	--	---	--	--	--	--	--	--	----	----	--	--

Grand Total All Employees 51

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

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^{1,3}. 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

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:

GASB 87 Lease Software

Solicitation Number: 10089729-21-J

B. BIDDER/PROPOSER INFORMATION:

IGM Technology Corp	IGM Technology	
Legal Name	DBA	
77 McMurrich St, unit 318	Toronto	ON
Street Address	City	State
Itzhak Gleicher, CEO	(800) 419-1459	Zip
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.

Itzhak Gleicher	CEO
Name	Title/Position
Toronto, ON	
City and State of Residence	Employer (if different than Bidder/Proposer)
75%	
Interest in the transaction	

Oded Solomon	VP Services
Name	Title/Position
Toronto, ON	
City and State of Residence	Employer (if different than Bidder/Proposer)
25%	
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	
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 ten (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: 10/29/2013 State of incorporation: Ontario

List corporation's current officers: President: Itzhak Gleicher
Vice Pres: Oded Solomon
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 07/18/2018

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: _____ State of formation: _____

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

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: As a private company IGM Technology does not disclose financial information.

Point of Contact: _____

Address: _____

Phone Number: _____

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.: _____ 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: City of Charlotte

Contact Name and Phone Number: Betty Mattos, 704-336-4940

Contact Email: betty.mattos@ci.charlotte.nc.us

Address: 600 East 4th Street Charlotte NC 28202 USA

Contract Date: November 14, 2019

Contract Amount: _____

Requirements of Contract: CAFR, Lease Management, Monthly Report Software

Company Name: King County

Contact Name and Phone Number: Eben Sutton, (206) 477-4540

Contact Email: eben.sutton@kingcounty.gov

Address: 500 Fourth Ave. Seattle WA 98104 USA

Contract Date: April 15, 2020

Contract Amount: _____

Requirements of Contract: Lease Management Software

Company Name: Collier County

Contact Name and Phone Number: Kelly Jones, (239) 252-7864

Contact Email: kelly.jones@collierclerk.co

Address: 3303 Tamiami Trail E, Naples, FL 34112 USA

Contract Date: April 9, 2019

Contract Amount: _____

Requirements of Contract: Lease Management, CAFR, Budget Book Software

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 # _____
- 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: Not Applicable

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: Not Applicable

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.

Itzhak Gleicher, CEO



January 21, 2021

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.

Itzhak Gleicher, CEO

Print Name, Title



Signature

January 21, 2021

Date