

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER (10090037-24-K
Warehouse Handheld and Barcode Solution)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # (10090037-24-K Warehouse Handheld and Barcode Solution) (Contractor).

RECITALS

On or about 1/23/2024, 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 services.

City wishes to retain Contractor to provide Warehouse Handheld and Barcode Solutions as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the 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 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 Purchasing and Contracting Department-Central Stores Division is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Thomas Sawade, Stores Operations Supervisor
2773 Caminito Chollas
San Diego, CA 92105
619-236-6158
TSawade@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional (1) year period(s) 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 \$240,707.63 PB (init). (The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

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

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

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

1st Any properly executed written amendment to the Contract, which excludes any additional terms proposed by the Contractor unless separately memorialized in writing and signed by and authorized representative of the City.

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

Vantage ID Applications Inc

Proposer

2400 Fenton St Suite 204

Street Address

Chula Vista

City

619-678-0154

Telephone No.

pam@vantageid.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca

Director, Purchasing & Contracting
Department

July 16, 2024

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Pam Baker

Print Name

Director-Business Development

Title

07/05/2024

Date

Approved as to form this 22 day of

July _____, 2024.

MARA W. ELLIOTT, City Attorney


BY: Mark M. Inada (Jul 22, 2024 14:55 PDT)

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, or deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal, including additional contractual terms.

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 Exhibit D- Technical Requirements

2.6 Exhibit E- Transactional Requirements

2.7 Exhibit F- Functional Requirements

2.8 Exhibit G- IT Standards & Technical Alignment

2.9 Additional Information as required in Exhibit B.

2.10 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.11 A title page.

2.12 A table of contents.

2.13 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.

2.14 Proposer's response to the RFP.

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 Demonstration Presentation. The City will require proposers to make an oral demonstration/ presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer 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
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects 4. Exceptions 5. Conformity of the proposed product to the City function and applicable IT mandatory requirements. 	
B. Staffing Plan.	20
<ul style="list-style-type: none"> 1. Qualifications of personnel adequate for requirement 2. Clearly defined Roles/Responsibilities of personnel 	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
<ul style="list-style-type: none"> 1. Relevant experience of the Firm and subcontractors 2. Previous relationship of firm and subcontractors on similar projects 3. Other pertinent experience 4. Location in the general geographical area of the project and knowledge of the locality of the Project 5. Proposers previous experience in providing and implementing a scanning solution. 6. Capacity/Capability to meet The City of San Diego needs in a timely manner 7. Reference checks 	
D. Price.	10
E. Mandatory Demonstration/Presentation.	15
<ul style="list-style-type: none"> 1. Demonstrate in real time that your program can meet the requirements of the RFP 2. Equipment 3. Describe in sufficient detail the ability to provide the functions described in RFP. 4. Thoroughness and Clarity of Presentation 	

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

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. Reserved.

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. BACKGROUND

The City of San Diego's Central Stores Division and Public Utilities (PUD) Warehouse Section is looking to implement a barcode scanning solution that integrates with the City of San Diego's currently utilized SAP Enterprise Resource Planning (ERP) Solution software. The Contractor shall furnish, install, implement, train staff and maintain support for an integrable and customizable system. The solution should consist of software, hardware, scanners, printers, signature pads, user licenses, related materials and supplies, integration, and support. The Contractor must work with City of San Diego Information Technology (IT) personnel to ensure integration with the City's current SAP software. The Central Stores division and PUD warehouses currently serve all City Departments and Divisions with a range of goods including but not limited to janitorial and safety supplies, tools and hardware, and wastewater and water utility and building materials.

B. MINIMUM REQUIREMENTS

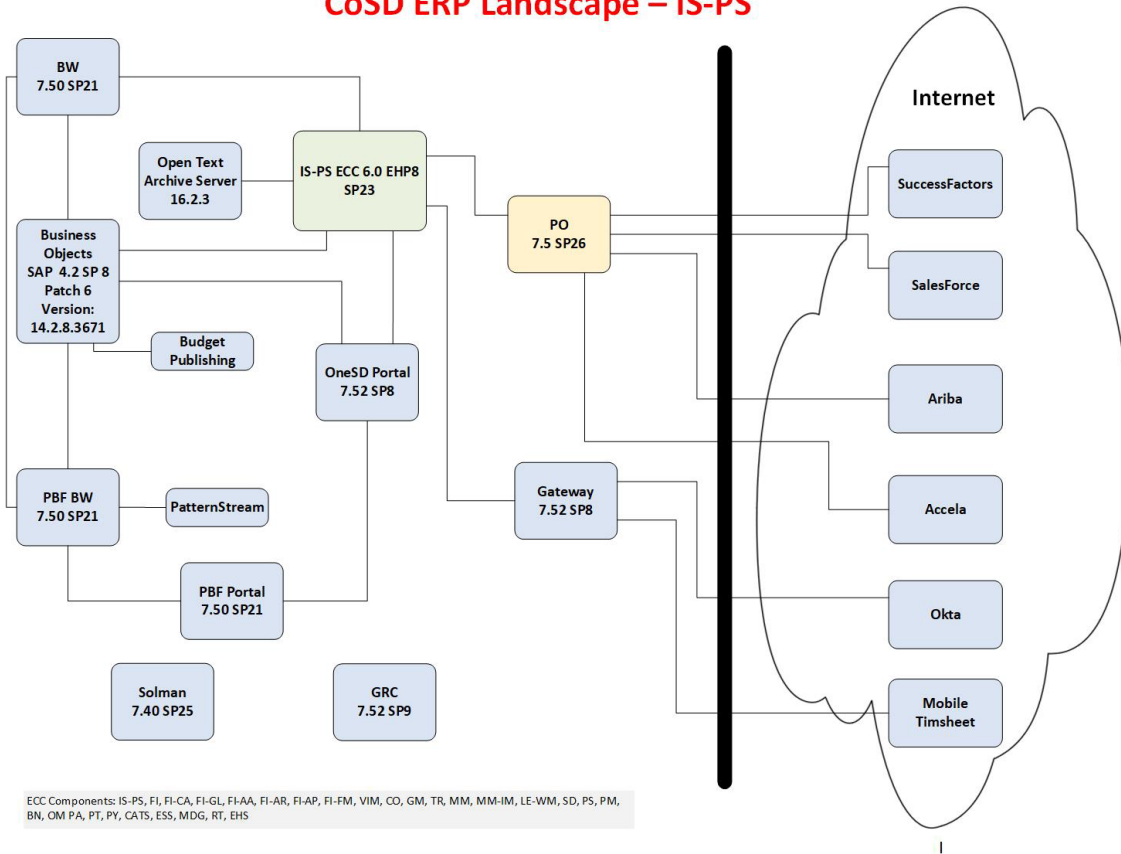
1. Contractor shall make a recommendation for holistic barcode scanning solution which comprises of the following: barcode scanning software, barcode scanning hardware, barcode label software or forms, and barcode label printers.
2. Contractor is responsible for providing a software solution that integrates with the City's existing SAP environment and implementing that software solution.
3. For all other necessary components (see bullet 1 above), the Contractor has the option to furnish them to the City. If the Contractor cannot furnish them, the Contractor still must make recommendations for products that work with the overall solution.
4. Contractor is to propose a project team responsible for providing experienced advisors who can implement the software from a technical perspective.
5. Contractor must submit a high-level project plan and timeline for the project, which includes multiple warehouses and relative staff.

C. SPECIFICATIONS

1. Software Requirements
 - a. Contractor must provide software that meets the requirements in the Specification Document
 - b. Software can be provided either through partner or directly by the Contractor
 - c. Contractor must provide license information, including terms and conditions, in response.
 - d. The City has provided the Technical, Transactional and Functional requirements for the Solution. Proposers should review and complete Exhibits D (Technical Requirements), Exhibit E (Transactional Requirements and F (Functional Requirements), where responses to the Technical and Functional specifications are required. Proposers are required to indicate whether their Solution meets City requirements, to what extent it meets City requirements, and to what extent modifications or customizations are required.

- i. All requirements identified with a “Fully Compliant” response shall be assumed to be available in an 'Out-of-the-Box' format at the time of RFP submittal (i.e. beyond release candidate and beta testing), and Proposer should be prepared to demonstrate this feature during the Mandatory Demonstration/Presentation.
 - ii. All requirements identified with a “Partially Compliant” response require further explanation from the Proposer in the “Comments” section. If the Proposer fails to provide an accompanying elaboration for the “Partially Compliant” status, The City shall consider the requirement to be “Not Compliant”.
 - iii. All requirements identified with a “Not Compliant” response shall be assumed to mean that the Proposer cannot or will not be able to meet this requirement without further customization or development of their product.
- e. Proposers should note that an unconditional requirement of this RFP is that the Solution be designed to run on SAP. Proposals that do not satisfy this requirement will be deemed nonresponsive.
 - f. See the below SAP System diagram.

CoSD ERP Landscape – IS-PS



2. IT City Standards and Technical Alignment Questionnaire (Exhibit G).
 - a. Proposers are required to provide a complete and specific explanation of how the solution does (or does not) comply with each parameter.
 - i. If not fully compliant, please provide proposed workarounds, planned updates (with timelines), or alternatives, as available (and associated costs, as applicable). For non-applicability of this standard, please provide explanation / justification.
 - ii. If there are any additional costs associated w/ proposed workarounds or alternatives, they must be explicitly provided.
 - b. All questions in the Technical Alignment tab must also be answered in as much detail as practicable.
3. Barcode Scanning Devices
 - a. Contractor has the option to provide the City with physical hardware devices.
 - b. If the Contractor does not provide physical hardware devices, they must make a recommendation of what devices should be used by the City that meets all relevant specifications. The Contractor must also provide the proposed source and the expected cost.
 - c. The City is open to using both barcode scanning guns or cell phones with attachments to make them more functional for warehouse operations.
 - d. See requirements document for hardware requirements. (Exhibits D; E; and F)
4. Barcode Label Printers
 - a. Contractor has the option to provide the City with barcode label printers.
 - b. If the Contractor does not provide barcode label printers, they must make a recommendation of what devices should be used by the City that meets all relevant specifications. The Contractor must also provide the proposed source and the expected cost.
5. Barcode Label Software and/or Forms
 - a. Contractor has the option to provide the City with barcode label software.
 - b. If the Contractor does not provide software, they must make a recommendation on how the labels are to be generated and their physical specifications. The City is open to generating barcode labels with SAP via form development or integrating with a third-party software to generate the labels.
 - c. If the Contractor recommends external software, they must provide an expected cost and source in their proposal.
6. Minimum Service Level Requirements
 - a. Hours of Operation. The solution shall be fully functional and available 24 hours a day, 7 days a week, except for Scheduled Maintenance.
 - b. Uptime Availability. Proposer warrants that the Solution will be available to be accessed by the City at least 99.9% (Uptime Availability) of each calendar month during the Service Period.
 - i. Uptime Availability Remuneration. Where Proposer fails to meet the Uptime Availability Service Level, then City is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

1. $\geq 99.7\%$ but $<99.9\%$ = 10% of prorated monthly Subscription Fee.
 2. $\geq 99.5\%$ but $<99.7\%$ = 15% of prorated monthly Subscription Fee.
 3. $< 99.5\%$ = 25% of prorated monthly Subscription Fee.
- c. **Service Credits Calculation.** Uptime Availability will be calculated monthly by Proposer and such calculation will be deemed binding on the parties in absence of manifest error. Uptime availability is calculated based on the following formula:
- $UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Schedule 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:
- Scheduled Maintenance;
 - Any of City's Content and Software;
 - Any unlawful, negligent, or willful act or omission by City, City's Agents, contractors or invitees or any other person; and
 - Any Force Majeure event.
- d. **Scheduled Maintenance.** The Proposer must provide advanced notice of any scheduled downtime, the date of occurrence, anticipated duration, and the start time of the occurrence in the applicable Pacific Standard Time or Pacific Daylight-Saving Time. To the extent possible, if known unscheduled downtime is required or recommended, written notice must be provided and approved by the City prior to the downtime occurrence.
- e. **Software Revisions.** The software shall be regularly updated for functionality, stability, and security improvements. The City shall have discretion as to the timing of implementing the update to a newer version of software. The Proposer shall provide the City with the planned end-of-life (support) schedule for all versions of the software.

D. IMPLEMENTATION.

This section outlines the City's parameters and expectations around the implementation services and is in no way meant to delineate all of the tasks expected to complete the implementation. Proposers should consider all factors when developing their approach and implementation plan.

1. **Overall Approach**
 - a. The City requires a Proposal for a milestone-based fixed-price delivery of the implementation services to thirty (30) System Users across thirteen (13) City locations and departmental divisions with opportunity for increased users.
 - b. Implementation services requires Proposers to provide a project plan for a milestone-based fixed-price delivery of the implementation services.

Proposer's response to the milestone requirement listed in Section H. Pricing Schedule must include, but not be limited to:

- a) High level project plan (Microsoft Project Gantt chart, or equivalent);
- b) Explanation of the roles of the proposed project team;
- c) Explanation of the role of the City (including time commitments);
- d) Description of a recommended team structure;
- e) List of key personnel functions, staffing profiles and responsibilities to cover the implementation, training and support; and
- f) High level explanation of how you plan to successfully implement the Solution requirements.

E. TRAINING

The City requires that Proposers provide a brief plan for providing City staff with training in the operation and maintenance of the proposed solution, including application functions, hardware use, and any procedures that are unique to a particular job function.

Training must be provided and delivered in a manner that is acceptable to the City and in compliance with local, state and federal health guidelines in effect at the time. A detailed training plan must be developed and implemented in accordance with these requirements for the operation of all application modules and processing functions prior to implementation. Application manuals and procedures manuals must be provided to the City in an electronic format. The manuals must be routinely updated as policies or programs are changed.

Instructor led training will begin no later than thirty (30) calendar days after the solution is installed and accepted by the City. If the Go-live date is significantly delayed due to the Proposer actions, inactions, or faults, any repeat training sessions as determined by the City must be performed at no cost to the City.

F. FINAL SOLUTION ACCEPTANCE

There will be an acceptance test after the complete project implementation. These tests will confirm system operations and ensure that the system meets all of the functional requirements as outlined in this RFP and any subsequent agreements. The test, depending on the type of functionality being tested, will run for up to thirty (30) calendar days after the proposer has determined that the system is operational. A second thirty (30) calendar-day period is reserved for fixing discrepancies.

Discrepancies that are fixed will be retested. The acceptance test must be completed within sixty (60) calendar days from the start of the test. If by fault of the Proposer, the testing, fixing and retesting is not completed and accepted within sixty (60) calendar days, the system may be deemed unacceptable and the proposer may be disqualified from the project. The Proposer will not be held responsible for delay caused by the City. In either case, such delays must be documented and agreed to by both parties.

G. ADDITIONAL INSURANCE

In addition to the insurance requirements as defined in Exhibit C, the City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, Contractor shall provide the following insurance coverages:

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.

Cyber Liability Insurance. Contractor shall obtain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

H. RFP ATTACHMENTS

Proposers shall submit each attachment in its entirety to be considered responsive as required in the RFP.

- 1) Exhibit D: Technical Requirements
- 2) Exhibit E: Transactional Requirements
- 3) Exhibit F: Functional Requirements
- 4) Exhibit G: IT Standards & Technical Alignment
- 5) Exhibit H: Cost Proposal



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.

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 bids. 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 of the contract 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 quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a 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, a 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: 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 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 principle 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.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its 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 bid, 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. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid 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 (EEO) 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 EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders 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 bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder 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. Bidder'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 ITB. 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: Vantage ID

Certified By Pam Baker Title Director – Business Development
Name
Pam Baker Date 03/01/2024
Signature

Exceptions by Proposer:

Proposer has no exceptions to request.

Standards Pledge of Compliance Form

**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:

B. BIDDER/PROPOSER INFORMATION:

Vantage ID Applications Inc			
Legal Name		DBA	
2400 Fenton St Suite 204	Chula Vista	CA	91914
Street Address	City	State	Zip
PAm Baker Director of Business Dev	619-678-0154	619-482-3168	
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.

Pam Baker	Director Business Development
Name	Title/Position
Jamul, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
submitting and preparing documents for purposes of contracting with City of San Diego	
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	

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: 06/2007 State of incorporation: CA

List corporation's current officers: President: Aviva Rubin
 Vice Pres: Nate Rubin
 Secretary: Nate Rubin
 Treasurer: Aviva Rubin

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 06/27/2007

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: Bank of America

Point of Contact: Edgar Perez Associate Client Manager

Address: P.O Box 15284 Wilmington, DA 19850

Phone Number: (888)852-5000 ext. 8231

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.

- 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.: applied Year Issued: 02/16/2024

F. PERFORMANCE HISTORY:

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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: California Department of Water Resources

Contact Name and Phone Number: (209)827-5148

Contact Email: peter.czerkies@water.ca.gov

Address: P.O. # 942836 Sacramento, CA 94236-0001 US

Contract Date: 06/2021

Contract Amount: 1,250,000.00

Requirements of Contract: Zebra rugged tablets

Company Name: City of Beaumont

Contact Name and Phone Number: (951)572-3221

Contact Email: jsalas@beaumontca.gov

Address: 550 East 6th Street Beaumont, CA 92223 US

Contract Date: 5/12/23

Contract Amount: 70,000.00

Requirements of Contract: Zebra rugged tablets in City and Police Dept Vehicles

Company Name: Casas International Brokerage

Contact Name and Phone Number: (619)710-4606

Contact Email: jsage@casasintl.com

Address: 9355 Airway Rd. San Diego, CA 92154-7931 US

Contract Date: 1/5/2008

Contract Amount: 150,000.00

Requirements of Contract: Zebra mobile computers, printers, supplies, barcoding software

RE: 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.

5 additional references have been provided below from InThing (subcontractor, ISV) as per the instructions mentioned directly above.

(1)

Company Name: City of Philadelphia

Contact Name and Phone Number: Jesse Brooks, (678) 237-2895

Contact Email: jesse.brooks@gartner.com

Address: 1400 John F Kennedy Blvd, City Hall Room 130, Philadelphia, PA. 19107

Contract Date: June 2019

Contract Amount: \$1,100,330

Requirements of Contract: Warehouse Inventory Management, Fixed Asset Tracking, Election Equipment Asset Tracking

Provider: InThing Corporation

(2)

Company Name: Rutherford County, Tennessee

Contact Name and Phone Number: Chris Brinkley, (615) 849-5714

Contact Email: cbrinkley@rutherfordcountyttn.gov

Address: 1 N Public Square #105, Murfreesboro, TN 37130

Contract Date: March 2022

Contract Amount: \$17,000

Requirements of Contract: IT Asset Tracking, Fixed Asset Tracking

Provider: InThing Corporation

(3)

Company Name: Maricopa County, Arizona

Contact Name and Phone Number: Joseph Eiden, (602) 469-9401

Contact Email: joseph.eiden@maricopa.gov

Address: 4041 N. Central Ave, Suite 200 Phoenix, AZ 85012

Contract Date: November 2023

Contract Amount: \$40,100

Requirements of Contract: Barcode Asset Tracking

Provider: InThing Corporation

(4)

Company Name: Lam Research

Contact Name and Phone Number: Doug Pipp, (650) 302-1203

Contact Email: doug.pipp@arklogisticsgroup.com

Address: 4650 Cushing Parkway, Fremont, CA 94538

Contract Date: January 2015

Contract Amount: \$210,000

Requirements of Contract: Warehouse Inventory Management with **SAP** integration; Incoming Parts Tracking

Provider: InThing Corporation

(5)

Company Name: Verizon

Contact Name and Phone Number: Francis Barnes, (215) 205 2473

Contact Email: francis.j.barnes@verizon.com

Address: 1260 E Woodland Ave, Springfield, PA 19064

Contract Date: August 2017

Contract Amount: \$200,000

Requirements of Contract: Warehouse Inventory Management with **SAP** integration

Provider: InThing Corporation

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

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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 # applied

3. Are you certified as any of the following:
 - a. Disabled Veteran Business Enterprise Certification # _____
 - b. Woman or Minority Owned Business Enterprise Certification # WBE2103129
 - 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.

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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: InThing Corporation
 Address: 5201 Great America Parkway, Suite 320, Santa Clara, CA 95054
 Contact Name: Anthony Palavi Phone: (650) 918-8145 Email: anthony@inthing.io
 Contractor License No.: N/A DIR Registration No.: N/A
 Sub-Contract Dollar Amount: \$ 25,319.07 (per year) \$ 155,075.35 (total contract term)
 Scope of work subcontractor will perform: Software, professional services, annual support
 Identify whether company is a subcontractor or supplier: Subcontractor
 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: United Radio Inc., DBA Blue Star
 Address: 3345 Point Pleasant Road, Hebron, KY, 41048
 Contact Name: Brian Ray Phone: (859) 371-4423 x.3478 Email: _____
 Contractor License No.: N/A DIR Registration No.: N/A
 Sub-Contract Dollar Amount: \$ 37,490.75 (per year) \$ 37,490.75 (total contract term)
 Scope of work subcontractor will perform: Hardware provisioning & hardware logistics
 Identify whether company is a subcontractor or supplier: 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.

Pam Baker

Name and Title

Pam Baker

Signature

Digitally signed by Pam Baker
Date: 2024.03.01 07:03:08
+08'00'

03/01/2024

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.

Pam Baker Director Business Development

Print Name, Title

Pam Baker

Digitally signed by Pam Baker
Date: 2024.03.01 07:03:52
-08'00'

Signature

03/01/2024

Date

Equal Opportunity Contracting Forms

Including the Work Force Report and Contractors Certification of Pending Actions



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: Vantage ID Applications Inc.

ADA/DBA: Vantage ID

Address (Corporate Headquarters, where applicable): 2400 Fenton St, Ste 204

City: Chula Vista County: USA State: CA Zip: 91914

Telephone Number: (619) 678-0154 Fax Number: (619) 482-3168

Name of Company CEO: AVIVA RUBIN

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

Address: P.O Box 15284 Wilmington, DA 19850

City: Chula Vista County: San Diego State: CA Zip: 91914

Telephone Number: 619-656-5887 Fax Number: 619-482-3168 Email: info@vantageid.com

Type of Business: S Corporation Type of License: _____

The Company has appointed: Pam Baker

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: P.O. # 942836 Sacramento, CA 94236-0001 US

Telephone Number: 619-678-0154 Fax Number: 619-482-3168 Email: pam@vantageid.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Vantage ID Applications, Inc

San Diego, California (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 1st day of March, 2024

Pam Baker Digitally signed by Pam Baker
Date: 2024.03.01 06:21:44 -0800'
 (Authorized Signature)

Pam Baker Digitally signed by Pam Baker
Date: 2024.03.01 06:21:30 -0800'
 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Vantage ID Applications Inc DATE: 03/01/2024

OFFICE(S) or BRANCH(ES): 2400 Fenton St. Suite 204 Chula Vista, CA 91914 COUNTY: San Diego

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

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

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

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

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

Totals Each Column	1	4	5		1					1	2			
--------------------	---	---	---	--	---	--	--	--	--	---	---	--	--	--

Grand Total All Employees 14

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: Vantage ID Applications Inc DATE: 03/01/2024

OFFICE(S) or BRANCH(ES): 2400 Fenton St Suite 204 Chula Vista, CA COUNTY: San Diego

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	<input style="width: 100px; height: 20px;" type="text"/>													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														

Exhibit D- Technical Requirements

Completed and digitally attached to this RFP response.

Exhibit E- Transactional Requirements

Completed and digitally attached to this RFP response.

Exhibit F- Functional Requirements

Completed and digitally attached to this RFP response.

Exhibit G- IT Standards & Technical Alignment

Completed and digitally attached to this RFP response.

Reserved

Tab B - Executive Summary and Responses to Specifications

REQUEST FOR PROPOSAL RESPONSE

Contractor (Proposer): Vantage ID

Subcontractor: InThing Corporation

Submitted To:

The City of San Diego, CA

Purchasing & Contracting Department (P&C)

RFP # 10090037-24-K

Date: March 1st, 2024

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Executive Summary

Vantage ID Overview:

Vantage ID, a woman-owned and minority-owned added-value reseller, has excelled in providing Barcode and RFID technologies for over 28 years. Our partnerships with industry leaders such as Impinj, Zebra Technologies, and others, allow us to offer comprehensive hardware, software, and service solutions. Vantage ID's successful track record includes providing services to numerous local governmental agencies.

Contractor Information:

CONTACT: Pam Baker

PHONE: (619) 678-0154

EMAIL:

pam@vantageid.com



InThing Corporation (subcontractor) Overview:

Established in 2008 in Silicon Valley, InThing™ Corporation is a SOC2-compliant Independent Software Vendor (ISV). Our mission is to democratize sensor adoption by minimizing costs and risks associated with barcode, RFID, and RTLS technologies. With over 16 years of success, we offer a modern, enterprise-class visibility platform recognized for scalability, extensibility, resilience, real-time processing, and security. Below are some of our recent achievements:

- **2021:** Launched world's 1st High-Availability RFID and RTLS platform.
- **2022:** RFID Journal Awarded "Best Implementation" for Barcode & RFID.
- **2023:** Achieved posting processed RFID data into SAP within 1.5 seconds, outperforming the closest competitor's 7-second record.



Some of our local governmental clients with identical warehouse barcode inventory use cases include:

- City of Philadelphia
- Maricopa County, AZ
- Rutherford County, TN
- Ross County, OH
- Passaic County, NJ
- Atlantic County, NJ

Proposer's response to the RFP

Introduction to Proposed Solution:

To tackle the challenge of tracking over 21,000 assets across 12+ PUD warehouses, InThing recommends deploying our award-winning 'Visium' asset tracking software to address and streamline the City of San Diego's ("City") inventory management and warehousing operations processes.

Our solution seamlessly integrates a barcode scanning system with the City's SAP ERP software. This proposal provides a comprehensive package, encompassing hardware, software, **SAP integration**, bulk data upload, support, and collaboration with the City's IT team to ensure efficient inventory management of diverse goods.

The proposed 'out-of-the-box' solution is fully functional 24 hours a day, 7 days a week. The Solution will be available to be accessed by the City at least 99.9% (Uptime Availability) of each calendar month during the Service Period.

Hardware

Barcode Scanner:

For handheld barcode scanning, we recommend using the Zebra TC22 Mobile Barcode Scanner. Below are some key features specific to the City's use case.



- **Rugged Durability:** Built to withstand tough warehouse environments.
- **Smartphone-Style Design:** Combines smartphone styling with enterprise-grade features.
- **Large 6-Inch Display:** Easy viewing indoors and outdoors.
- **Wireless Connectivity:** Supports 5G, Wi-Fi 6E, and private 5G/CBRS.
- **Android 16 OS:** Access to the latest features.
- **Efficient Barcode Scanning:** Integrated scanners for quick capture.
- **Contactless Transactions:** Supports tap-to-pay and other interactions.
- **Durable Build:** Outlasts consumer phones.
- **Signature Capture:** Simplifies proof of delivery and material checkout by allowing staff to sign directly on the device for accurate and secure record-keeping.

For the TC22 spec sheet, please refer to this link:

<https://www.zebra.com/us/en/products/spec-sheets/mobile-computers/handheld/tc22-tc27.html>

Barcode Printer:

For barcode label printing, we recommend using the Zebra ZD421 Barcode Printer. Below are some key features specific to the City's use case.



Advanced Features:

- **Intuitive User Interface:** Easy navigation and configuration.
- **Powerful Architecture:** 30% more powerful than previous models.
- **Field-Upgradeable Wireless Kit:** Flexible connectivity options.

Flexible Deployment:

- **Multiple Models:** Direct thermal, thermal transfer, and ribbon cartridge versions.
- **Backwards Compatibility:** Supports EPL and ZPL printer languages.

Connectivity Options:

- **Wired and Wireless Networks:** USB, Ethernet, Serial, dual wireless radio (Wi-Fi™ and Bluetooth®).
- **Cross-Platform Printing:** Compatible with Windows®, Android™, and iOS® devices.

Enhancing Inventory Management and Warehousing:

- **Efficient Label Printing:** Quick label production.
- **Streamlined Processes:** Simplified daily tasks.
- **Error Reduction:** Accurate barcode printing.

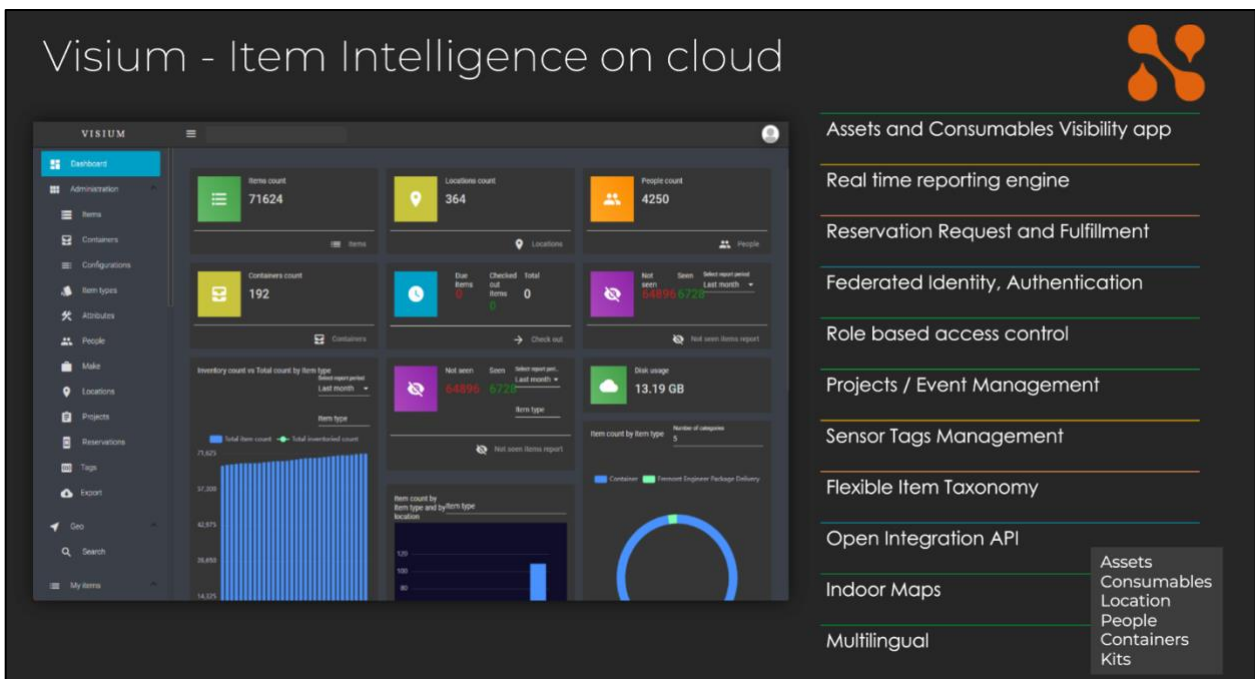
For the ZD421 spec sheet, please refer to this link:

<https://www.zebra.com/us/en/products/spec-sheets/printers/desktop/zd421-healthcare-series.html>

Software

Visium Web

The Visium Web platform is designed for ease of use and offers a range of functionalities. This desktop application comprises services that provide user interfaces for business applications, allowing users to conduct **inventory** cycle counts, track, find, and search for assets, items, tools, and components. Visium integrates seamlessly with **SAP**.



Visium - Item Intelligence on cloud

- Assets and Consumables Visibility app
- Real time reporting engine
- Reservation Request and Fulfillment
- Federated Identity, Authentication
- Role based access control
- Projects / Event Management
- Sensor Tags Management
- Flexible Item Taxonomy
- Open Integration API
- Indoor Maps
- Multilingual
- Assets
- Consumables
- Location
- People
- Containers
- Kits

Accessible from any web browser on a PC, laptop, phone, or tablet, the platform empowers customers with various features, including:

- **Asset & Inventory Administration:** Enabling the enrollment of new assets or items with detailed information, editing descriptions, establishing parent-child relationships, adding images, and capturing historical data.
- **Inventory Management:** Empowers customers to organizations track, manage, and optimize their physical assets efficiently. Some benefits include streamlined asset tracking, reduced manual errors, improved compliance, and enhanced decision-making based on real-time data.
- **Location Management:** Facilitating the creation of location hierarchies based on customer-specific naming conventions, aiding in asset association during inventorying and/or cycle counts.

- **Tag Management:** Enabling users to look up assets by tag IDs and providing snapshots of recently enrolled asset and location tags.
- **Roles and Privileges:** Allowing the addition of users, creation of roles based on organizational structure, assignment of privileges to roles, and allocation of users to their respective roles.
- **Parent Child Association:** Allows customers to create parent child association or kits or containers and track multiple items as a single items. This feature helps specially when users create a bundle of multiple items to meet with the Fixed Asset threshold to take advantage of depreciation cycles or for small items which are difficult to track.
- **Departments / Organizations:** Allows customers to create multiple departments or organizations (i.e., facilities, campuses, warehouses, or business units) so that **each organization can function independently** while providing reports for the entire organization.
- **Custom Attributes:** Allows customers to add multiple attributes (fields) for assets, locations, containers, consumables as required for their business operations.
- **Bulk Data Upload:** Allows Administrative users to upload historical data to the platform, thus eliminating the need to re-scan each asset or inventory item.
- **Reporting:** Detailed information on reporting is provided below.

Reports

The Visium platform has numerous standard reports and many methods to integrate to pass that data to other databases. Users can also create and configure their own reports as needed. The transfer of tracking data combined with extensive export and email functionality to drive business processes are valuable features of Visium.

The core system includes preconfigured reports such as inventory and missing asset reports. Reports can be generated and exported as PDF or CSV files. There are also various filtering options for generating and customizing your reports.

Below are some built-in report options. Visium also offers *customizable* reports.

- **Inventory Report** – shows the ‘*last seen*’ inventory information. That is, an item may have been inventoried *multiple times* but only the *last inventory record* of that item will be shown.

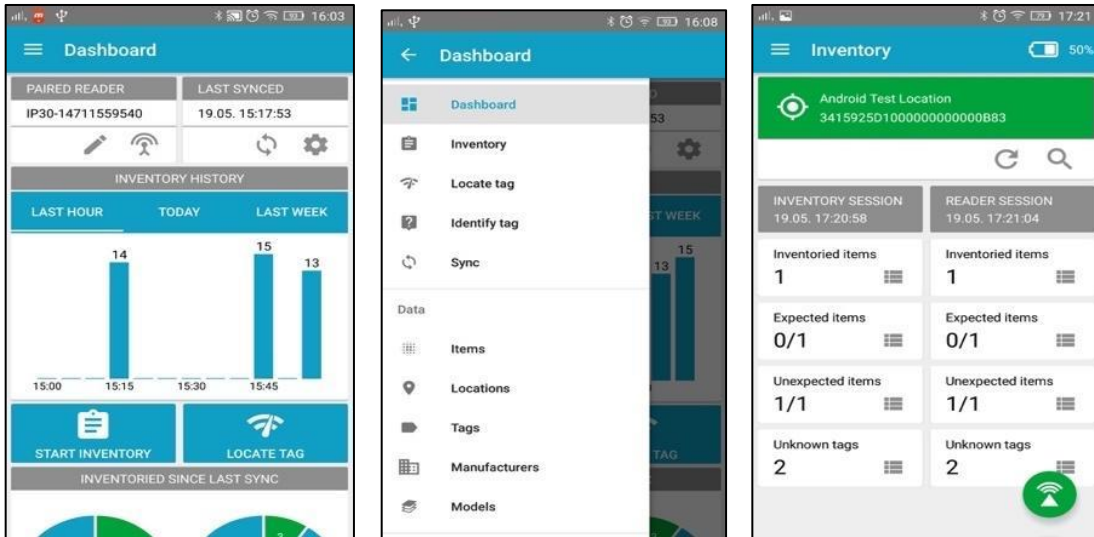
- **Inventory History Report** - shows the *entire* inventory history. That is, if an item has been inventoried multiple times, multiple inventory records of that item will be shown.
- **Location Report:** Similar to the Inventory Report, shows the location of assets where they were '*last seen*'.
- **New Items Report** - shows newly enrolled items over a specified time period.
- **NOT Seen Items Report** - shows items that have not been seen for a selected time period or ever.
- **Decommissioned Items Report** – shows all decommissioned items
- **Check-Out Items Report** - shows all items and containers that have been checked out.
- **Check-In Items Report** - shows all items and containers that have been checked in.
- **Audit Report** – shows all items and containers that have been audited.
- **Separation Report** – shows the items that have been seen at a location different from the location of the container they are part of.
- **Tag Status Report** – shows all tags at their current status.
- **Project Utilization Report** – shows all reservations of the selected project.
- **Person/identifier who scanned:** Admins will be able to see who scanned an asset.

Visium Mobile

This software runs on the mobile handheld devices capable of barcode and RFID which enables customers to perform the following functions:

- Rapid Inventory & cycle counts
- Inventory Management
- Location auditing
- Enrollment and checking-out of items or goods
- Item lookup (with RFID tags and readers)
- Item location finder using 'Geiger' counter (with RFID tags and readers)
- Progressive Locator for Things (with RFID tags and readers)
- Multimodal sensors (Barcode, RFID, BLE, GPS)
- Available on Industrial Android devices

- Supports industrial sleds (Bluetooth) on Android and iPhones
- Multi-lingual



Printer Operator Software

Printer Operator is comprehensive software application used for printing and encoding both **barcode** and RFID labels.

The software can run on systems running the Microsoft Windows Operating System and is also supported by tablets running Windows (full version). The system is also required to support .NET Framework (4.7.2.).

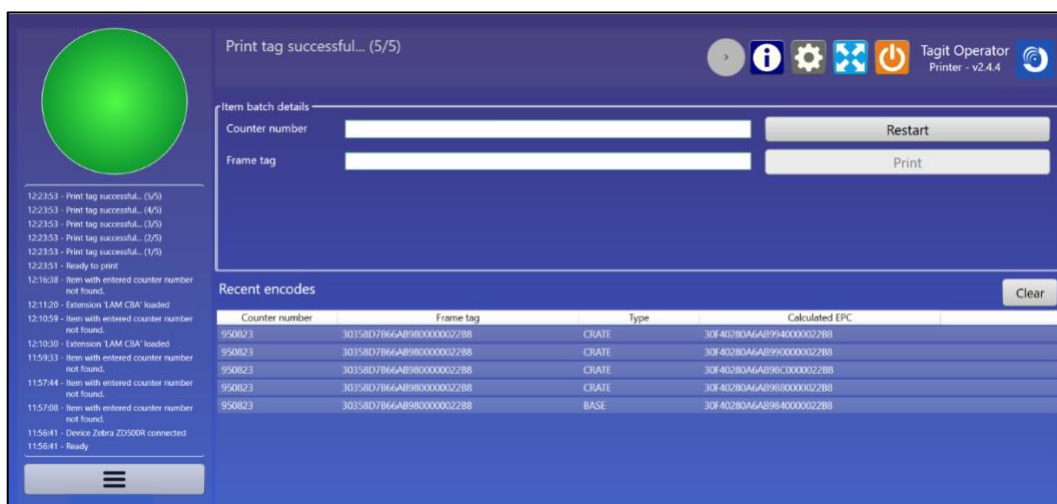


Image: InThing's Printer Operator software user interface.

SAP Integration with 'Bridge'

Bridge is a specialized product designed to simplify application integrations. It allows businesses to leverage a common infrastructure for Barcode, RFID, RTLS, and sensors across various backend systems and databases. While most integration solutions publish data to systems like ERP, MES, EAM, or SCM, InThing's *Bridge* stands out as a dedicated tool for this purpose. It seamlessly integrates with systems such as GIS, ServiceNow, **SAP**, IBM, KACE, Oracle, Appian, and more.

Within InThing's 'Trapeze' ecosystem, Bridge acts as a plug-in-based component. It facilitates the publication of business-relevant events into standard ERP and other enterprise applications. The inclusion of a routing mechanism enables integration with multiple business applications. This sophisticated approach allows physical items owned by different business units or departments to interact seamlessly with their respective line-of-business applications. To the best of our knowledge, no one else in our domain has invested in developing such a product.

Moreover, Bridge supports bidirectional synchronization of business data. This capability enables the deployment of complex rules related to events from the physical world. Accessible via modern web browsers, Trapeze interfaces also provide support for multiple languages, including Asian languages.

InThing Bridge for Integrations
Real time complex event processing core

Bridge service is designed for carrying out tasks related to flow of real time publication between **InThing** platform and other enterprise **applications**. Bridge handles following challenges of contextual events integration

Data and Protocols Handle integration workloads with all industry standards	Scalability Horizontally scalable and distributed deployment model High availability	Throttling Optimize bandwidth utilization Support store and forward paradigm
Routing Messages inspection routing by predefined rules and entity ownership	Fault tolerance Recover from connectivity and storage failures Highly reliable	

Logos on the right: serviceNow, SAP, IBM maximo, kace, ORACLE, Appian, sageFAS, nifi

SAP Integration documentation can be provided to the City.

Implementation

Proposer’s response to the milestone requirement listed in Section H. Pricing Schedule must include, but not be limited to:

a) High level project plan (Microsoft Project Gantt chart, or equivalent)

Milestones	Tentative Due Dates/Week Ending -> Resource	March	April				May				
			5	12	19	26	3	10	17	24	31
Project Launch											
Proposal accepted	City										
Software PO released	City										
Hardware PO released	City										
Discovery Calls Initiated	InThing/ City										
Hardware Ordered	InThing										
Project Preparation											
Project planning (meeting, documentation)	InThing / City										
Provide SOW/Project Plan	InThing										
SOW approval	City										
SAP Integration Discovery Call	InThing										
SAP Integration Execution	InThing										
Project Deployment											
Hardware delivered	InThing										
Setup Visium Web instance	InThing										
Setup Users and Profile on Visium	InThing										
Setup HHs on SOTI server, configure Visium Mobile	InThing										
Documentation – Implementation, User Guide	InThing										
Training for Visium Software	InThing										
Test final data on Visium	City										
UAT for Visium Web	City										
UAT for Visium Mobile	City										
UAT sign-off	City										
Introduce City to InThing Success Manager	InThing										
Maintenance and support (ongoing)	InThing										

b) Explanation of the roles of the proposed project team

Name	Company	Title	Email	Mobile Ph.	Location
Pam Baker	Vantage ID	Director – Government Business	pam@vantageid.com	(619) 678-0154	San Diego, CA
Anthony Palavi	InThing	Customer Success Manager (main POC)	anthony@inthing.io	(650) 918-8145	Fremont, CA
Ladan Karimi	InThing	Technical Project Manager	ladan@inthing.io	(408) 315-6193	Santa Clara, CA
Vitali Liakhavets	InThing	Sr. Solution Design Engineer	vitali@inthing.io	(408) 667-7208	San Jose, CA
Rajiv Anand	InThing	CTO	rajiv.anand@inthing.io	(408) 203-0671	Pleasanton, CA
Sandee Mukherjee	InThing	CEO	sandee@inthing.io	(408) 391-7903	Fremont, CA

c) Explanation of the role of the City (including time commitments)

The City will be present on-site to install the software, receive the hardware, implement and test the applications and contribute to scheduled deadlines as shown on the Project Plan above.

d) Description of a recommended team structure

The team structure is shown above.

e) List of key personnel functions, staffing profiles and responsibilities to cover the implementation, training and support; and

The team structure is shown above.

f) High level explanation of how you plan to successfully implement the Solution requirements.

The Project Plan above details the implementation plan.

Tab C - Cost/Price Proposal

This has been provided in the attachments to this RFP response. Please refer to attachment: *Exhibit H - Revised Price Schedule v2.xlsx*

Contractor Information:

CONTACT: Pam Baker

PHONE/EMAIL: (619) 678-0154, pam@vantageid.com

Exhibit D: Technical Requirements

ID	REQUIREMENTS	Functionality Response (Please respond with the following: No; Partial; or Yes)	Proposer's Response on how the requirement is met. All requirements must have a response. A lack of response is counted as <i>Requirement Not Met</i> .
1 Audit and Compliance			
For both Cloud-Hosted and On-Premise Solutions, the following Audit and Compliance requirements shall apply:			
1.01	Log. All actions performed within the Barcode Scanning solution must record a time stamp upon completion of a task or activity.	Yes	This is a standard feature in our Visium software. Timestamps for all activity is seen in the dashboard.
1.02	Synchronisation. All transmissions between the Barcode Scanning Solution and the back end system must be logged for error resolution.	Yes	All activities on InThing platform that changes critical data is logged. Activity report is available to system administrators.
1.03	Reporting. The Barcode Scanning solution must have the ability to identify the last use and user of the application on the device.	Yes	This data is recorded by the system. Reports will show the last user and action of that user.
1.04	Evolution. The Barcode Scanning solution must be capable of providing additional Audit and Compliance functionality as determined by the City in the future.	Yes	The system has audit and compliance functionalities that can be expanded from their default state to account for the City's future requirements.
2 Technical Capabilities			
For both Cloud-Hosted and On-Premise Solutions, the following Functionality requirements shall apply:			
2.01	Scalability. The Barcode Scanning Solution must provide ability to scale upwards with a low degree of complexity.	Yes	Visium platform is a cloud-native and micro-services based platform offer
2.02	Environment. The Barcode Scanning solution has the ability to function in the City's current platform - Business Suite on HANA- and also in the future on S4/HANA.	Yes	Visium has this ability.
2.03	Portal. The Barcode Scanning Solution must provide availability of a desktop portal and /or the capability to integrate with City's Fiori Launchpad.	Yes	Integration will be accomplished by InThing's 'Bridge' application mentioned in the response document. Desktop portal access has been included in this proposal.
2.04	Ease of Use. The Barcode Scanning Solution must provide an easy method of uploading documents and forms, pictures and other commonly used formats to SAP and OpenText. This methodology should be Fiori UX compliant and in adherence to ADA guidelines for user interfaces.	Yes	File upload is a key function of the Visium platform.
2.05	Customization. The Barcode Scanning Solution must provide ability to customize screens with minimal development effort	Yes	Inventory attributes, digital containers, configurations, user interface, reports, and much more can be customized.
2.06	License and Account Monitoring. Barcode Scanning Solution must provide ability to monitor the number of transactions and/or named/concurrent System Users being used and the number of transactions and/or named/concurrent System Users remaining in licensed Work Management Solution.	Yes	These are key functionalities within the Visium Platform.
2.07	Multiple Groups. Barcode Scanning Solution must be capable of supporting multiple departments or groups with varied workflows.	Yes	This is called the 'continuous inventory feature' in our software, Visium.
2.08	Multiple Permissions. Barcode Scanning Solution must be capable of supporting multiple permissions to prevent other departments/groups from having access.	Yes	Permissions will be governed by the Administrators. The Admins are able to restrict or grant access or capabilities to different organizations. Data can be segregated among 'organizations.' Each PUD warehouse, for instance, can be it's own organization and each organization can only see their data. However, Admins will have access to all data across each PUD warehouse/ organization. Further restrictions can be implemented on users, where certain users will only be able to scan and check-out items, for instance, but they can not decommission items, as an example.
2.09	Role Based Administration. Barcode Scanning Solution must offer role based administration.	Yes	Admins can assign roles to all users.
2.1	Error Management. Barcode Scanning solution must provide ability to monitor and remediate synchronization and other errors.	Yes	These are key functionalities within the Visium Platform.
2.11	Synchronization Errors. The frequency of synchronization errors on the Work Management solution should be minimal.	Yes	This is a key functionalities within the Visium Platform.
3 Integration			
For both Cloud-Hosted and On-Premise Solutions, the following Integration requirements shall apply:			
3.01	City Business Systems Integration. Barcode Scanning Solution must provide ability to integrate with current City applications (including SAP, MDG, OpenText).	Yes	Integration will be accomplished by InThing's 'Bridge' application mentioned in the response document. Desktop portal access has been included in this proposal.

3.02	API Support. Barcode Scanning Solution must ensure API supports REST web service.	Yes	Data at rest includes information that resides in persistent storage in files, disks, blobs, tables, relational and object databases. InThing's platform primarily employs relational data (such as SQL Azure, PostgreSQL Azure), files, and blobs as storage. Data encryption at rest is typically required for sensitive business data that primarily resides in relational storage. Depending on the customer's need, data encryption at rest is available across all services. Transparent Data Encryption (TDE) is used to encrypt data in real-time using Database Encryption Key (DEK) stored in the database boot record. Unless specifically desired, encryption keys are managed by respective cloud service providers and are not accessible to either InThing or its customers
3.03	API Standards. Barcode Scanning Solution must ensure API uses standard, current development languages.	Yes	Current dev. languages are used.
3.04	Open API. Barcode Scanning Solution must offer an open API	Yes	An open API is offered
4 Technical Requirements			
For both Cloud-Hosted and On-Premise Solutions, the following Technical requirements shall apply:			
4.01	Ongoing Product Usage Control. Barcode Scanning Solution must provide for ongoing product usage, such as adding new System Users, removing System User rights, and adding new machines, must be controlled by the City.	Yes	These are key functionalities within the Visium Platform.
4.02	Solution Upgrades. Barcode Scanning must offer future product upgrades inclusive of any support fees for a minimum of twelve (12) months after license purchase.	Yes	Agreed
4.03	Upgrade Merge. Barcode Scanning Solution must support ease of merging back custom modifications into new standard.	Yes	These are key functionalities within the Visium Platform.
4.04	Usage Data. Barcode Scanning Solution must provide City ongoing access to current and legacy usage data.	Yes	This is offered and will be accessible to the City.
For On-Premise Solutions only, the following Technical requirements shall apply:			
4.05	City Technology Roadmap. Barcode Scanning Solution must ensure that no 'On-Premise' installation of Java or Oracle application will be required.	Yes	N/A Visium is a cloud-based platform.
4.06	SCCM Compatibility. Barcode Scanning Solution must provide compatibility with System Center Configuration Manager (SCCM) to push out any required desktop components.	Yes	Visium is a cloud-based platform.
4.07	Mobile Device Management. Barcode Scanning Solution should allow management of the mobile devices utilizing the City's current support practices or a vendor provided MDM solution.	Yes	SOTI MDM will be used.
5 System User Authentication			
For both Cloud-Hosted and On-Premise Solutions, the following User Authentication requirements shall apply:			
5.01	Active Directory. Barcode Scanning Solution must offer integration with City's Active Directory to authenticate System Users.	Yes	This is a key functionalities within the Visium Platform.
5.02	Multi-factor Authentication. Barcode Scanning Solution must support various methods of multi-factor authentication for internal and external parties (within diverse authentication settings such as knowledge-based or credential-based) included but not limited to PIN code, third party authentication like OATH/SAML, phone #, email, etc.	Yes	This is a key functionalities within the Visium Platform.
5.03	System Administration. Barcode Scanning Solution must provide the ability for System Users to be granted access using City's existing GRC application.	Yes	This is a key functionalities within the Visium Platform.
5.04	External Sharing. Barcode Scanning Solution must provide the ability to allow third parties to use the solution under certain circumstances.	Yes	This is a key functionalities within the Visium Platform.
5.05	Branding. Barcode Scanning Solution must provide the ability to brand the screen visible to users and may include a City seal/stamp/image/logo.	Yes	This is a key functionalities within the Visium Platform.
6 Technical Documentation			
6.01	API. API documentation (e.g. JavaDoc or Doxygen), must document APIs completely with clear reference to configuration files, property names etc.	Yes	API documentation will be provided.
6.02	Support. Technical reference manuals must be available to allow City's ERP division to address solution performance and functionality concerns.	Yes	Technical reference manuals will be provided.
6.03	User Guides. Reference guides must be available to support customization, template development, forms creation and for any other user defined functionality.	Yes	Reference guides will be provided.
6.04	Coding. Reference guides are provided for all command-line, GUI and configuration options.	Yes	Reference guides will be provided.
6.05	API. API documentation, including sample code, is provided for City's ERP Development Team.	Yes	API documentation will be provided.
6.06	Installation. Installation Guides for the solution must be provided in advance of install.	Yes	Installation guides will be provided.
6.07	Configuration. Configuration Guides for the solution must be provided in advance of install.	Yes	Configuration guides will be provided.
7 Vendor Support			

7.01	Structure. Vendor must have a structured support network available for issues that cannot be resolved by the City.	Yes	InThing (subcontractor) offers 5 levels of support. Package 1 (Standard) is included with software purchase. If more support is required, then InThing and the City can meet to discuss the options and the SLA requirements.
7.02	Priority. Business impact severity must be assigned priority rankings on a defined scale as identified by the City.	Yes	SLA requirements will need to be discussed between InThing (subcontractor) and the City. InThing will then provide an Incident Priority Matrix based on P1-P4 level ticket levels.
7.03	Response. Response from the Vendor Support Team must occur within industry standard timeframes considering incident priority.	Yes	SLA requirements will need to be discussed between InThing (subcontractor) and the City. InThing will then provide an Incident Priority Matrix based on P1-P4 level ticket levels.
7.04	Ticketing. Vendor must utilize a ticketing system for incident management that is searchable, publicly readable and which captures activities associated with the incident remediation.	Yes	Users can submit a support ticket on InThing's Support Centre: https://support.inthing.io/
7.05	Accessibility. Access to the support network must be limited to pre-specified individuals or groups.	Yes	Absolutely.
7.06	Cause. For defined incident priorities, identification and provision of root cause analysis must be provided to the City's technical and functional support teams upon request within specified timeframes.	Yes	Absolutely.
7.07	Solution Roadmap. Vendor must maintain and make available a calendared cycle concerning version updates, releases, proposed enhancements, security patches and any other pronouncement to maintain or enhance the solution stability, functionality and security.	Yes	Absolutely. This communication will be led by InThing's support team and a Technical Project Manager assigned to the City for this project.

Exhibit E: Transaction Requirements

ID	Task	Corresponding SAP Transaction	Importance rating
5	Perform Goods Receipt	MIGO	1
10	Create TO	LT01	1
13	Confirm TO	LT12	1
17	Good Issue	MIGO	1
18	Perform Two Step Picking for Goods Issue	LX39	1
22	Enter Inventory Count/Recount	LI11N/LI14	1
6	List empty bins	LX01	2
7	Stock list	LX02	2
8	Bins Status Report	LX03	2
9	Display TR's	LB11	2
11	Display TO	LT21	2
12	Display TO's	LT23	2
14	Review IM material movements	MB51	2
19	Create Inventory Record	LI01N	2
23	Display Material Master Data	MM03	2
1	Create PR	ME51N	3
2	Display PR	ME53N	3
3	Change PR	ME52N	3
24	Change Master Data (storage data, reorder poin	MM02	3
27	Display Reservation	MB23	3
28	Reservation List	MB25	3
33	Enter / Change Inventory Count (IM)	MI04 / MI05	3
34	Display Inventory Document (IM)	MI03	3
35	Display Inventory Count (IM)	MI06	3
4	Display PO	ME23N	4
15	Create Bin Locations	LS01N	4
16	Change Bin Data	LS02N	4
20	Display Inventory Document	LI03N	4
21	Display Inventory Count	LI13N	4
25	Create Reservation	MB21	4
26	Change Reservation	MB22	4
	Mandatory		

Exhibit F: Functional Requirements

ID	Description	Functionality Response (Please respond with the following: No; Partial; or Yes)	Proposer's Response on how the requirement is met. All requirements must have a response. A lack of response is counted as Requirement Not Met.
Unconditional Requirements			
1	Transactions: The software can perform the transactions listed on the transaction requirements list (see tab Transaction Requirements)	Yes	InThing's platform includes integration component called Bridge that is designed to work with ERP transactions
2	Platform: Barcoding Scanning solution must be capable, at a minimum, of being deployed on Android, iOS and Windows operating systems for all desktops, mobile devices, and barcode scanning devices.	Yes	Barcode scanning is available on Visium Mobile (Android, iOS) and Visium Station (Windows)
3	Usability: Barcoding Scanning solution must deliver the capability of being intuitive to use, promote the adoption of the solution by users, and be scaleable for future inclusion of other business units into the City's Inventory Management function.	Yes	InThing Visium is a cloud-native platform built using microservices that offers rapid scalability, high-availability and unparalleled flexibility. It also promotes rapid development and testing of new features and functionalities to support our customers' 'Continuous Improvement Processes'. InThing Visium ubiquitously supports all IoT sensor technologies such as barcode, RFID, Bluetooth, GPS, Ultra-Wide Band, and others for transforming a variety of operations.
4	User Experience: Barcoding Scanning solution must deliver an experience to users that is uncomplicated, with simplified navigation, with minimum user inputs and on screens that are uncluttered irrespective of platform utilized.	Yes	InThing Visium has adopted contemporary user interface and architecture guidelines to offer a high quality of user experience for the solution users. From visual appeal, minimalism, role based functionality, user defined configurations - we have incorporated all the best practices in developing a modern asset and inventory management platform.
5	User Support Guides: Barcoding Scanning solution must be capable of providing (or linking to) a help guide to the end user relevant to the task that is being performed.	Yes	User support guide is available online to all users
Audit and Compliance			
6	Federal, State and Municipal Requirements. Proposed Solution must provide technology that meets the minimum security and authentication requirements under CA State, City Charter, San Diego Municipal Code, and federal laws (i.e. but not limited to UETA (1999), E-SIGN (2000), CA Government Code Section 16.5, etc.).	Yes	Digital signatures are not in purview of the platform. Platform's authentication and security requirements are documented as part of InThing's SOC 2 Type 1 certification process
7	ADA Compliance for Technology Solutions. Proposed Solution must be compliant with ADA Technology Solutions by following the U.S. Federal standards set forth in the "Electronic and Information Technology Accessibility Standards" found at: http://www.accessboard.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards and with the international standards set by the World Wide Web Consortium (W3C), found at: http://www.w3.org/WAI/guid-tech.html It is highly desirable that Proposer provide a Voluntary Product Accessibility Template (VPAT) with their response, to assist the City in making preliminary assessments regarding Section 508 accessibility of their products and services. The VPAT template is provided by the Information Technology Industry Council at http://www.itic.org/public-policy/accessibility .	Partial	Currently, the platform is being architected to include WCAG 2 guidelines and section 508 compliance.
Functionality			
8	User Interface. Application must provide a simplified interface to perform plant maintenance functions	Yes	

9	Support for Serial Numbers. Application must provide support for Serial Number Management in SAP goods movement transactions. For example, water meters are issued with reference to the serial number shown on the physical device.	Yes	Application provides multiple ways to associate serial numbers as unique identity of the item
10	Support for Split-Valuation. Application must provide support for materials that are split-valuated (i.e. can select the valuation type in the transaction). For example, the City refurbishes materials that are then reissued to operations with the "refurbished" valuation type. The City can also purchase new materials of the same type and issue them to operations with the "New" valuation type.	Yes	Supported by defining valuation type as an attribute
11	Support for Batch Management. Application must provide support for batch managed materials (i.e. can enter the batch management number). The City uses internal number range for batch records with the vendor batch number stored in the batch record.	Yes	Batch code is available to be associated with each item
12	Support for Handling Units. Application must provide support for handling unit management. For example, serialized meters are stored in boxes and pallets. Handling Units are used in SAP to reference the pallet number and the associated serial numbers contained in the pallet.	Yes	Visium includes capabilities to create containers (handling units) and identify them with unique name and serial numbers
13	Support for Warehouse Management. Application must support SAP Warehouse Management processes and transactions (see transaction requirement list)	Yes	InThing Bridge services is capable of executing SAP transactions based on certain events such as receipt (GR) and movement (TO and GI) of materials as and when they are observed by automated infrastructure (such as RFID) or by manual operations (using platform interfaces) or by API integration
14	Support for Modern Barcode Formats. Application must support a variety of modern barcode formats: Code 39, Code 128, Code 1 2 of 5, UPC, EAN, PDF 417, Data Matrix, and QR Codes.	Yes	All barcode symbologies supported by scanner devices are supported
15	Support for RFID. Application should support reading RFID (Optional)	Yes	The InThing platform is designed from grounds up for supporting barcode, RFID and other modern technologies to identify and locate physical things

City of San Diego

Exhibit G: IT City Standards for Solicitations - Rev. 2023.08 (reflects Governance Rev. 2023.06)

ID	City Requirement	Level of Compliance <i>(select in the dropdown)</i>	<i>For non-compliance or non-applicability of this standard, please provide a detailed explanation</i>
AS	Application Security		
<i>The following Application Security requirements shall apply:</i>			
AS-1	System User Authentication. Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and OpenID Connect (OIDC). Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	Fully Compliant	Authorization (username and Password, API Token, etc.): Transport layer security (TLS/SSL, SFTP, etc.): Message authentication using signature, hash keys, etc. API identity (OAuth, SAML, LDAP).
AS-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	InThing platform includes enterprise class authentication and authorization features that include: Active directory integration for single sign on using OAuth, SAML or OpenID protocols Username and password credentials. Passwords are encrypted using SHA256 hashed RBAC (role based access control) configurable by account administrators M2M authentication using client id, secret keys along with API key authentication All data transport in and out of InThing's platform is TLS (1.2 and above) encrypted. All data at rest is AES128 encrypted.
AS-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	Answers above
AS-4	System Sharing. Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.	Fully Compliant	Agreed and acknowledged
AS-5	<u>Protection of Sensitive Information and Data.</u> 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	Agreed and acknowledged

AS-6	<p>Auditing and Logging. Application must support interoperability with, and stream logs to the City's centralized Sumo Logic Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details).</p>	Fully Compliant	Agreed and acknowledged
AS-7	<p><u>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 https://csrc.nist.gov/publications/detail/fips/140/2/final. For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.</u></p>	Fully Compliant	<p>InThing platform includes enterprise class authentication and authorization features that include:</p> <ul style="list-style-type: none"> Active directory integration for single sign on using OAuth, SAML or OpenID protocols Username and password credentials. Passwords are encrypted using SHA256 hashed RBAC (role based access control) configurable by account administrators M2M authentication using client id, secret keys along with API key authentication <p>All data transport in and out of InThing's platform is TLS (1.2 and above) encrypted. All data at rest is AES128 encrypted.</p>
AS-8	<p>Data Integrity. The Solution must ensure the integrity of all the data collected, stored and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.</p>	Fully Compliant	<p>Encryption At Rest</p> <p>Data at rest includes information that resides in persistent storage in files, disks, blobs, tables, relational and object databases. InThing's platform primarily employs relational data (such as SQL Azure, PostgreSQL Azure), files, and blobs as storage. Data encryption at rest is typically required for sensitive business data that primarily resides in relational storage. Depending on the customer's need, data encryption at rest is available across all services. Transparent Data Encryption (TDE) is used to encrypt data in real-time using Database Encryption Key (DEK) stored in the database boot record. Unless specifically desired, encryption keys are managed by respective cloud service providers and are not accessible to either InThing or its customers</p> <p>Encryption in Transit</p> <p>InThing's platform uses Transport Layer Security (TLS) protocol to protect data when it is exchanged between cloud and customer location. When users, devices, or applications at customer locations interact with InThing's services, all transactions take place over HTTPS. The use of HTTPS is enforced by disabling alternative methods like basic authentication over HTTP.</p>
AS-9	<p>Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g. incorrect password or unknown System User account). Other security related errors (e.g. file not found or permission denied) must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.</p>	Fully Compliant	This is a key functionality of the Visium Platform.

AS-10	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	Data Segregation Covered services on the InThing™ visibility platform on the cloud are deployed in different architectures depending on customer's needs. The architecture provides logical data separation for different customers via customer-specific databases and the use of role-based access privileges. InThing uses infrastructure provided by Microsoft Azure public cloud (primary) and Amazon AWS (Secondary) to host software services that it sells. Information about security, audits, and certifications including SOC 2 reports are available at Azure Security Website and at AWS Security website, and the AWS Compliance website.
AS-11	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	No sensitive data is stored in Visium nor is it needed for this solution.
AS-12	Patching. Application/Systems must be patched on, at a minimum, a monthly basis.	Fully Compliant	This is part of InThing's processes
AS-13	Vulnerability Management. Vulnerabilities discovered on existing systems must be remediated within at least 30 days of discovery. Discovered vulnerabilities shall be assigned a risk ranking. High-rated vulnerabilities must be patched/remediated within 24 hours. All Application, Service and Systems must be scanned, with an established industry-recognized tool, and security vulnerability remediated prior to product deployment into a production environment and/or external exposure.	Fully Compliant	This is part of InThing's processes
AS-14	Mobile Device Management (MDM). Mobile Devices e.g. tablets and mobile phones must be registered through DoIT's Security Team and Microsoft Intune MDM must be installed on those devices	Fully Compliant	SOTI MDM will be installed on handheld devices (TC22)
AD	Application Data		
<i>The following Application Data requirements shall apply:</i>			
AD-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	Correct
AD-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	N/A personal data is not stored nor used by Visium
AD-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	Agreed and acknowledged
AD-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	Agreed and acknowledged
AD-5	State Requirements. Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant	Agreed and acknowledged

D	Design		
<i>The following Design requirements shall apply:</i>			
DD-1	Design Documentation. Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	Fully Compliant	Agreed and acknowledged
DD-2	Architecture Documentation. Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	Fully Compliant	Agreed and acknowledged
DHW	Desktop Hardware		
<i>The following Desktop requirements shall apply:</i>			
HWD-1	System. Compatible with 64 bit systems.	Fully Compliant	Agreed and acknowledged. Visium is hardware agnostic.
HWD-2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class.	Fully Compliant	Agreed and acknowledged. Visium is hardware agnostic.
HWD-3	Tablets. HP ELITE X2 G4	Fully Compliant	Agreed and acknowledged. Visium is hardware agnostic.
HWD-4	Tablet/Laptop Combos. MS Surface Pro 7, MS Surface Pro 7+	Fully Compliant	Agreed and acknowledged. Visium is hardware agnostic.
DSW	Desktop Software		
<i>The following Desktop requirements shall apply:</i>			
SWD-1	Desktop Operating System. Microsoft Windows 10 Enterprise, or the most current version of this Operating System to within an n-1 standard.	Fully Compliant	InThing meets this requirement
SWD-2	Desktop Software. The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus, Adobe Creative Cloud; SAPGUI. The City targets n-1 if not the latest updates.	Fully Compliant	InThing meets this requirement
SWD-3	Office Productivity. Microsoft Office Suite, Teams, Visio, Project	Fully Compliant	InThing meets this requirement
SWD-4	Web Browser. Google Chrome and Microsoft Edge Chromium or the current manufacturer's version to within an n-1 standard.	Fully Compliant	InThing meets this requirement. Visium is accessible through any browser.
O-STD	Other Applications Standards		
<i>The following Applications requirements shall apply:</i>			
OSTD-1	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	Fully Compliant	InThing meets this requirement
OSTD-2	Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GeoJSON, DWG, DGN (CADD)	Fully Compliant	InThing meets this requirement
OSTD-3	Desktop Configuration. Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	Fully Compliant	InThing meets this requirement
OSTD-4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Reporting Services.	Fully Compliant	InThing meets this requirement
OSTD-5	Web Content Management System. Drupal	Fully Compliant	InThing meets this requirement
OSTD-6	Document Management Integration. OpenText.	Fully Compliant	InThing meets this requirement
OSTD-7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	Fully Compliant	InThing meets this requirement
HSTD	Hosting Standards		
<i>The following Hosting requirements shall apply:</i>			

HSTD-1	City Hyper Converged Infrastructure. If solution is proposed as 'On Premise', it must support either:	Fully Compliant	InThing meets this requirement
HSTD-2	Hyper Converged Infrastructure: server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	Fully Compliant	InThing meets this requirement
HSTD-3	Standalone server – HP ProLiant Generation 10 or higher.	Fully Compliant	InThing meets this requirement
HSTD-4	Server OS. Solution must support Server Operating System – Microsoft Windows Server, SuSe Linux versions must be within N-1.	Fully Compliant	InThing meets this requirement
HSTD-5	Web Servers. If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.	Fully Compliant	InThing meets this requirement
HSTD-6	Virtual Servers. Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	Fully Compliant	InThing meets this requirement
HSTD-7	Relational Database Management Systems. If solution is proposed as 'On Premise', it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version within N-1.	Fully Compliant	InThing meets this requirement
HSTD-8	Cloud. Providers are Amazon Web Services (AWS) , Microsoft Azure, and Google Cloud platform (GCP) with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. Public Cloud solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on AWS are the Standards.	Fully Compliant	InThing uses infrastructure provided by Microsoft Azure public cloud (primary) and Amazon AWS (Secondary) to host software services that it sells. Information about security, audits, and certifications including SOC 2 reports are available at Azure Security Website and at AWS Security website, and the AWS Compliance website.

END OF REQUIREMENTS

City of San Diego

Exhibit G: IT Technical Alignment for Solicitations - Rev. 2023.08

Questions	Required Responses	Guidance/Instructions	Discipline
Is there any equipment being installed?	No. Only handheld devices and printers are required for this project. These devices (TC53 barcode scanner & ZD421 printer) will access our software remotely through the Cloud.	If so, please include any network, infrastructure, or appliances equipment (including manufacture model, servers, etc.).	General
Will City need to receive GIS data?	No. GIS documentation will be provided by the proposer, InThing. The City's chosen GIS vendor will integrate with InThing's API. The GIS data will not need to be retrieved by the City.	If yes , vendor will need to provide metadata to GIS team. For more information, please contact DoITEnterpriseGIS@SanDiego.gov	General
Who will be administrator of the application-Vendor or City?	City	If application is hosted, a City Department of IT Security Team Member must be included as one of the administrators.	Information and Data Security
Who owns the data in the system?	City		Information and Data Security
Will this solution have the capability to accept credit card information now or in the future?	No	If yes , an approval will be required by DoIT PCI team. Please contact PCI@sandiego.gov for compliance requirements	Information and Data Security
Will any protected data be stored in the system (PCI, HIPAA, Financial, PII)?	No	For PCI data, please contact DoIT PCI team at PCI@sandiego.gov for compliance requirements	Information and Data Security
Will any protected data be stored OUTSIDE the City's network or datacenter (PCI, HIPAA, Financial, PII)?	No		Information and Data Security
Will the vendor or application need access to the City's internal systems to do development or for operational use of the new system?	No		Information and Data Security
Does the application have any connections to systems outside of the City's firewall?	Yes. The Visium mobile software will access the Visium Asset Visibility application running on MS Azure Gov cloud via https		Information and Data Security
If hosted outside of the City's internal network, does the application need a connection inside of our firewall?	No	If yes, we will need the source and destination IP addresses and ports.	Information and Data Security
How will the system be kept current with patches and upgrades?	Visium Asset Visibility software, running on MS Azure Gov cloud will, be patched and updated during non-business hours, with prior release notes and notifications. The Visium Mobile application, running on the handheld scanners, will be updated via the Mobile Device Management software, with prior release notes and notifications.	If the solution is hosted, the contract needs to state the upgrade and patch processes.	Information and Data Security
Does the system utilize Generative Artificial Intelligence (AI)? If so, what LLM or technology is used (ChatGBT, Bard, etc.?)	No.	If yes, please explain what input data will be used, is it publicly accessible and what acceptable use and data loss protection policies are applied.	Information and Data Security

<p>Is the solution: on premise, hosted solution, software as a service (SaaS), or hybrid?</p>	<p>Our software, the InThing™ Visibility Platform, is a SaaS/ Cloud-native platform. The handheld scanners will download our mobile software, Visium Mobile.</p>		<p>Data Center</p>
<p>If the solution is hosted, who is subcontracted to host the data (e.g. AWS, GCP, or Microsoft Azure)?</p>	<p>InThing uses infrastructure provided by Microsoft Azure Government (primary) and Amazon AWS (Secondary) to host our software services.</p>		<p>Data Center</p>
<p>If the solution is hosted, where will the City's data reside geographically?</p>	<p>InThing Visibility platform is hosted on Microsoft Azure cloud infrastructure. Specific primary hosting regions are chosen based on proximity considerations. Computing workload is deployed on Azure Kubernetes cluster and all data is replicated across 3 geo-redundant data centers.</p>		<p>Data Center</p>
<p>If the solution is hosted, what type of disaster recovery policy or plan does the vendor who is hosting the data have?</p>	<p>Data Backups: - Frequency and offsite storage.</p> <p>Redundancy and Failover: - Infrastructure redundancy and restoration speed.</p> <p>Geographical Distribution: - Multiple data centers in different locations.</p> <p>Testing and Simulation: - Regular plan testing and drills.</p> <p>Communication Protocols: - Clear communication during disasters.</p> <p>Security Measures: - Data security during and after a disaster.</p> <p>SLAs: - RTO and RPO commitments in SLAs.</p> <p>Documentation: - Accessible documentation on recovery procedures.</p> <p>In case of wide area disaster, InThing's recovery plan consists of switching the compute nodes of the cluster to an unaffected region.</p>		<p>Data Center</p>
<p>If the solution is hosted, what is the back up policy in place by the vendor?</p>	<p>Our backup policy is detailed in this attachment, "InThing Disaster Recovery Plan.pdf"</p>		<p>Data Center</p>

<p>If the solution is hosted, what access rights does the City have to the data through the course of the subscription? In what format will the data be provided to the City?</p>	<p>City staff will have access to the data based on the privilege based roles assigned to them by the City administrators. The data is available as 'canned' or 'custom' reports. In addition, Visium also has a plugin for Power BI and all the data can be accessed via Power BI for 'ad hoc' reporting</p>		<p>Data Center</p>
<p>If the solution is hosted, what access rights does the City have to the data upon conclusion of the contract? In what format will the data be returned to the City?</p>	<p>The data can be exported into csv, xl or pdf formats. The nested database can be copied into any SQL server.</p>		<p>Data Center</p>
<p>If the solution is on premise, how many IP addresses and network connections will be needed?</p>	<p>N/A the solution is Cloud-based</p>		<p>Data Center</p>
<p>If the solution is on premise: How many servers are required?</p>	<p>N/A the solution is Cloud-based</p>		<p>Data Center</p>
<p>If the solution is on premise, what are the source and destination IP addresses and ports?</p>	<p>N/A the solution is Cloud-based</p>		<p>Network</p>
<p>If the solution is on premise, how will it physically connect to the internal network?</p>	<p>N/A the solution is Cloud-based</p>	<p>If this is not clearly outlined in the architecture diagram, please explain and include any relevant hardware required (i.e. switches, routers, etc.).</p>	<p>Network</p>
<p>What are the hours of support of the application?</p>	<p>InThing (subcontractor ISV) offers 5 different levels of support based on the City's needs. This is mentioned in the "Support" section of the RFP response. To start, we recommend Package 1, which has been quoted, and if additional support is needed (i.e., 24/5 or 24/7) then we can discuss other packages. Package 1 includes support for: <ul style="list-style-type: none"> • 08 hours a day, 5 days a week • Response time: Next business day • Resolution time: 5 business days • 24/7 Access to online-ticketing system </p>		<p>Service Desk</p>
<p>Who does the user call if they have a problem with the system?</p>	<p>The user has 24/7 Access to online-ticketing system. The user can also call their Account Manager: Anthony Palavi, Ph. # (650) 918-8145 or call the toll free number (888) 518-8710 to reach the support desk between 8AM - 5PM Pacific time.</p>		<p>Service Desk</p>
<p>Can SCCM (System Center Configuration Manager) be used to push the required desktop components?</p>	<p>Visium is world's 1st completely cloud-native, microservices based item-visibility software that leverages all identity and location sensors such as barcodes, RAIN RFID, Wi-Fi or BLE, GPS, Ultra-Wide-band, LoRaWan, etc. The software is not installed on the desktops. However, the mobile software that runs on the handheld scanners will need an MDM infrastructure like SOTI for pushing the updates and patches.</p>		<p>Service Desk</p>

<p>What other services does the product integrate with?</p>	<p>InThing 'Bridge' is a product developed specifically for simplifying Application integrations, so that the same Barcode/ RFID / RTLS / sensor infrastructure can be easily leveraged by multiple business functions with different backend systems and databases. In our domain, it is unique to have a product specifically for application integration, although our solutions are all supposed to publish business data to ERP, MES, EAM or SCM systems. Our system can also integrate with GIS, ServiceNow, SAP, IBM, kace, Oracle, Appian, sageFAS, Apache, and other systems. Please see the "Bridge for Integration" slide on the response. To the best of our knowledge, no one else has invested in developing such a product.</p>		<p>Service Desk</p>
<p>What software is required on the desktop?</p>	<p>Software doesn't run on the desktop, it's cloud and mobile device based.</p>		<p>Service Desk</p>
<p>Is the system ADA Compliant (WCAG 2.0 as a guideline? Vpat?)</p>	<p>Yes</p>		<p>Service Desk</p>

H. PRICE SCHEDULE Section 1: Hardware

Proposers must provide pricing for the goods and services described in Exhibit B (Scope of Work). The estimated quantities are not guaranteed, and actual purchases will vary depending on the demands of the City. If the vendor does not provide physical hardware devices, they must make a recommendation of what devices should be used by the City and their expected cost.

Item/ Component	Estimated Quantity	EA	Extension			
TC22 Barcode Scanning Devices	30	\$1,220.00	\$36,600.00			
ZD421 Barcode Label Printers	19	\$540.18	\$10,263.42			
Total Cost:			\$46,863.44			

*List any additional required hardware or software items not covered above in the table below to meet the City's specifications

Software (recurring)	Estimated Quantity	Estimated Annual Cost	Option year 2	Option year 3	Option year 4	Option year 5
Visium Web	1	\$7,200.00	\$ 7,920.00	\$ 8,712.00	\$ 9,583.20	\$ 10,541.52
Visium Mobile (barcode scanning software)	30	\$4,320.00	\$ 4,752.00	\$ 5,227.20	\$ 5,749.92	\$ 6,324.91
Printer Software	19	\$5,400.00	\$ 5,940.00	\$ 6,534.00	\$ 7,187.40	\$ 7,906.14
Annual Helpdesk Support (Standard)	1	\$0.00	\$ -	\$ -	\$ -	\$ -
Total Recurring Software Cost:		\$ 16,920.00	\$ 18,612.00	\$ 20,473.20	\$ 22,520.52	\$ 24,772.57

Total Contract Cost of Ownership excluding Other Additional Costs (Sections 1+2)

193,844.19

Milestones	Description	Estimated Date	Payment amount
Proposers must return this milestone-based fixed-price delivery of the implementation services along with the proposal submission. Proposed milestones must be based on careful consideration of all necessary costs to meet all of the requirements in the Scope of Work.			
	Software installation and configuration	Week 1	\$25,920.00
	SAP Integration testing with FA / MM / EWM module through SAP-PI	Week 7	\$0.00
	End user testing	Week 8	\$35,600.00

Unit Cost:

1 License

Based on an initial estimated volume of 30** users, please confirm the unit cost of a single additional license:

\$20 / month

Unit Cost
Comments:

**changed from 1,000 to 30 users as per Addendum A

Price Breaks:

Please provide a percentage discount based on additional licensing uptake:

Named or Concurrent Users:	30	40	50	60	70
Percentage Discount:					
Annual Transactions:	200,000	300,000	400,000	500,000	600,000+
Percentage Discount:					

Price Break
Comments:
Price Break
Comments:

Number of Additional Participating Public Agencies (piggybacking off of this contract):	1	2	3	4	5+
Annual Percentage Rebate or Discount of City Contract due to City:	10%	5%	5%	5%	5%

Rebate/Discount
Comments:

Estimated Volume:

Estimated Annual Transactions*: 200,000; or
Estimated Annual Named Users: 30; or
Estimated Annual Concurrent Users: 30

Contract Term:

As may be required for a period of three (5) years from the Effective Date.

* Bidder must refer to RFP documents for City definitions

Implementation and Transition Costs must be comprehensive, including, but not limited to, the following:

- User Training Costs
- Project Strategy, Planning and Management
- Business Requirements Analysis
- Application Configuration and System Setup
- Develop Modifications and Interfaces
- Integration to other Software
- Data Conversion (may include data mapping, migration or cleansing)
- Testing (unit, system, performance, user acceptance and regression)
- Change Management and/or any other training
- Deployment
- Stabilization/Post-Go-Live Transition

Scope of Work



Warehouse Handheld and Barcode Solution



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Version History

Version	Description	By	Date
1	Deployment Design, Transaction Flow	Rajiv Anand	6/5/2024
1	Exec. Summary, RACI, Project Plan	Anthony Palavi	6/5/2024
1	Arch. Design	Ladan Karimi	6/5/2024

Project Team Contacts

Contractor: Vantage ID – provides hardware, account management

Subcontractor: InThing – provides software and technical support services

Name	Company	Title	Email	Mobile Ph.	Location
Pam Baker	Vantage ID	Director – Government Business	pam@vantageid.com	(619) 678-0154	San Diego, CA
Anthony Palavi	InThing	Customer Success Manager	anthony@inthing.io	(650) 918-8145	Santa Clara, CA
Vitali Liakhavets	InThing	Solutions architect	vitali@inthing.io		Santa Clara, CA

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InThing Corporation and its suppliers are not liable for any special, indirect, consequential, or any other damages arising from the use of our products or services, including but not limited to loss of use, data, or profits. This applies whether the claim is based on contract, negligence, or other tortious actions related to the use or performance of our hardware, software, documents, services, or information available on our website (<http://www.inthing.io>). Our documents may contain technical inaccuracies or typographical errors. Information is updated periodically, and InThing Corporation and its suppliers may make improvements or changes to the products and programs described at any time without notice.

Executive Summary

City of San Diego's ("City") currently has over 21,000 assets across 12+ PUD warehouses and encounters challenges in their visibility during inventory and warehouse operations.

To tackle this challenge, InThing recommends deploying our award-winning 'Visium' asset tracking software that seamlessly integrates a barcode scanning system with the City's SAP ERP. This proposal provides a comprehensive package, encompassing hardware, software, *SAP integration*, bulk data upload, support, and collaboration with the City's IT team to ensure efficient inventory management of diverse goods.

The proposed 'out-of-the-box' solution is fully functional 24 hours a day, 7 days a week. The Solution will be available to be accessed by the city at least 99.9% (Uptime Availability) of each calendar month during the Service Period.

Project Objectives:

1. Implement a barcode scanning solution that integrates with the City of San Diego's existing SAP Enterprise Resource Planning (ERP) Solution software.
2. Furnish, install, implement, train staff, and maintain support for an integrable and customizable system.
3. Provide a holistic barcode scanning solution, including software, hardware (scanners, printers, signature pads), user licenses, integration, and support.
4. Ensure the solution is deployable on Android, iOS, and Windows operating systems.
5. Deliver an intuitive user experience with simplified navigation and minimal inputs.
6. Comply with security, authentication, and accessibility requirements.
7. Support various barcode formats and optionally include RFID functionality.

Success Criteria:

1. Successful Integration:

- The solution should seamlessly integrate with the City of San Diego's existing SAP Enterprise Resource Planning (ERP) Solution software for specific operations such as goods receive (GR), goods issue (GI) and stock transfers (TO)

2. Effective Deployment:

- The system must be successfully installed, implemented, and operational.

3. User Adoption:

- Users should find the solution intuitive and easy to use.

4. Functionality:

- The system should support various barcode formats (Code 39, Code 128, etc.) and incorporate the ability to upgrade to RFID functionality.

5. Scalability:

- The solution should be scalable to accommodate future inclusion of other business units into the City's Inventory Management function.

Deployment Design

The solution comprises of various interface components that will be deployed within City's network for interacting with barcodes and printers. These components are powered by cloud-based services hosted on Azure Government cloud. InThing's integration component, called "Bridge," will be deployed on premise to integrate with SAP/HANA ERP that is deployed on city's private data centers.

The City uses Okta's authentication framework using SAML 2.0 protocol. InThing Visium will be configured to integrate with Okta for all authentication of Visium users. Visium Administrators will be able to use role-based access control features of Visium to assign suitable permissions.

Since the deployment is hybrid (private and public/government cloud), the following options are suggested as a design. Depending on the City's security policies, one of these options will be suitable.

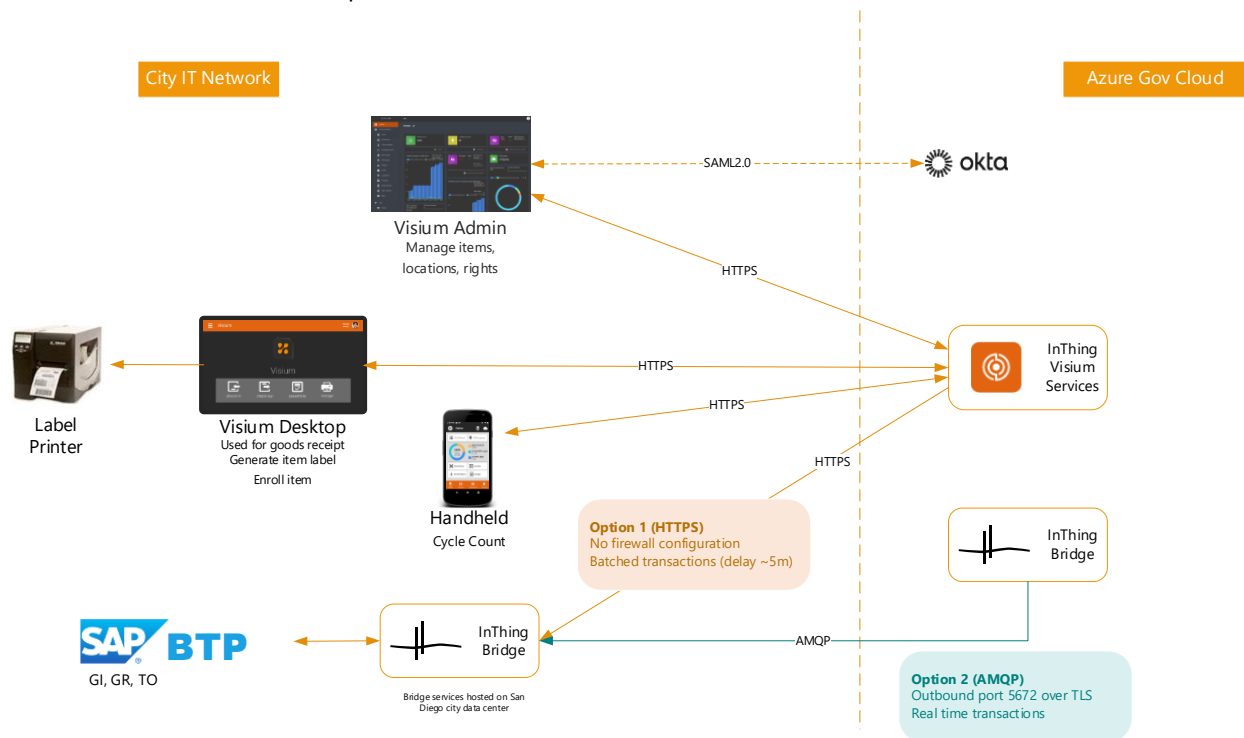
Option 1:

InThing Bridge (an integration service) will bring batched differential data from InThing Visium Services and execute REST services (SAP BTP) to perform transactions on a periodic basis. The schedule for such transactions will be configurable. The only limitation with this approach is that the transactions will not be in real time but may be delayed by the configurable period.

Option 2:

InThing Bridge on premise will directly establish a publish/subscribe connectivity using AMQP protocol that can execute transactions in real time. This option may require an additional firewall configuration that allows outbound AMQP (port 5672) protocol.

An illustration of both options is outlined below:



Transaction flow

1. Operator enters Stock number on Visium desktop. The software will generate a new label with the barcode and stock number printed. At the same time, quantity value for the corresponding stock (enrolled as stock for specific location) is incremented on Visium.
2. Once Bridge detects the increase in quantity for specific location, it will invoke a GR transaction for the corresponding stock number, quantity, location and UOM. For specific locations (fabrication), a goods issue transaction will be invoked instead.
3. Operators will perform an inventory count of all stock, updated inventory counts (movement) will be invoked into SAP as transfer orders. During inventory operations, many items are observed and synchronized with the Visium system. Since the above observations are reported for each observed item as distinct operations, a large number of API calls will be made in succession upon an inventory is completed.

An example of payload that's invoked at the BTP endpoint:

```
POST /api/stock-change
{
  "time": "2021-03-1T11:22Z",
  "date": "3/1/2021",
  "MATERIAL": "5131313515",
  "PLANT": "4818",
  "STGE_LOC": "0001",
  "VAL_TYPE": "2349",
  "ENTRY_QNT": "21",
  "ENTRY_UOM": "PC",
  "ORDERID": "",
  "MOVE_PLANT": "",
  "MOVE_STLOC": "",
  "MOVE_VAL_TYPE": ""
}
```

Project Plan

This project plan is a **tentative** schedule based on assumptions and undefined dates (e.g., Proposal Acceptance date, Purchase Order dates, etc.). A more accurate project plan will be created after the acceptance and signing of this document.

	Tentative Due Dates/Week Ending ->	June	July				August				
			5	12	19	26	2	9	16	23	30
Milestones	Resource										
Project Launch											
Proposal accepted, SOW Signed	City										
Software PO released	City										
Hardware PO released	City										
Discovery Calls Initiated	InThing/ City										
Hardware Ordered	InThing										
Project Preparation											
Project planning (meeting, documentation)	InThing/ City										
Provide SOW/Project Plan	InThing										
SOW approval	City										
SAP Integration Discovery Calls	InThing										
SAP Integration Execution	InThing										
Project Deployment											
Hardware delivered	InThing										
Setup Visium Web instance	InThing										
Setup Users and Profile on Visium	InThing										
Setup HHs on SOTI server, configure Visium Mobile	InThing										
Documentation – Implementation, User Guide	InThing										
Training for Visium Software	InThing										
Test final data on Visium	City										
UAT for Visium Web	City										
UAT for Visium Mobile	City										
UAT sign-off	City										
Introduce UAS to InThing Success Manager	InThing										
Maintenance and support (ongoing)	InThing										

Responsibility matrix

		RACI CHART				
		Responsible, Accountable, Consulted, Informed				
		Activities		Stakeholders		
		City	Vantage	InThing	SOTI	Zebra
Remote Software	Visium Mobile Installation			R, A		
	Visium Mobile Update			R, A		
	Visium Mobile Patches			R, A		
	OS Upgrades	R		C	I	
Device Management	Providing the City access to SOTI Gov			R, I		
	Opening Support ticket for Visium	R, I				
	Opening Support ticket for Zebra handheld	C	R, A	C		C
	Device management via SOTI Gov			R, A		
	Visium Licensing management			R, A		
	Notification of Visium licensing renewal			R, A		
Support	InThing Support Contract activation/renewal	R	C	I, A		
	Raise issues support tickets with Zebra	R	C	I, A		
	Raise issues support tickets with InThing	R		I, A		
Other						

For Visium software technical support, please submit a ticket on InThing's Support Center:

<https://support.inthing.io/>

Hardware

Barcode Scanner:

For handheld barcode scanning, we recommend using the Zebra TC22 Mobile Barcode Scanner. Below are some key features specific to the City's use case.



- **Rugged Durability:** Built to withstand tough warehouse environments.
- **Smartphone-Style Design:** Combines smartphone styling with enterprise-grade features.
- **Large 6-Inch Display:** Easy viewing indoors and outdoors.
- **Wireless Connectivity:** Supports 5G, Wi-Fi 6E, and private 5G/CBRS.
- **Android 16 OS:** Access to the latest features.
- **Efficient Barcode Scanning:** Integrated scanners for quick capture.
- **Contactless Transactions:** Supports tap-to-pay and other interactions.
- **Durable Build:** Outlasts consumer phones.

For the TC22 spec sheet, please refer to this link:

<https://www.zebra.com/us/en/products/spec-sheets/mobile-computers/handheld/tc22-tc27.html>

Barcode Printer:

For barcode label printing, we recommend using the Zebra ZD421 Barcode Printer. Below are some key features specific to the City's use case.



Advanced Features:

- **Intuitive User Interface:** Easy navigation and configuration.
- **Powerful Architecture:** 30% more powerful than previous models.
- **Field-Upgradeable Wireless Kit:** Flexible connectivity options.

Flexible Deployment:

- **Multiple Models:** Direct thermal, thermal transfer, and ribbon cartridge versions.
- **Backwards Compatibility:** Supports EPL and ZPL printer languages.

Connectivity Options:

- **Wired and Wireless Networks:** USB, Ethernet, Serial, dual wireless radio (Wi-Fi™ and Bluetooth®).
- **Cross-Platform Printing:** Compatible with Windows®, Android™, and iOS® devices.

Enhancing Inventory Management and Warehousing:

- **Efficient Label Printing:** Quick label production.
- **Streamlined Processes:** Simplified daily tasks.
- **Error Reduction:** Accurate barcode printing.

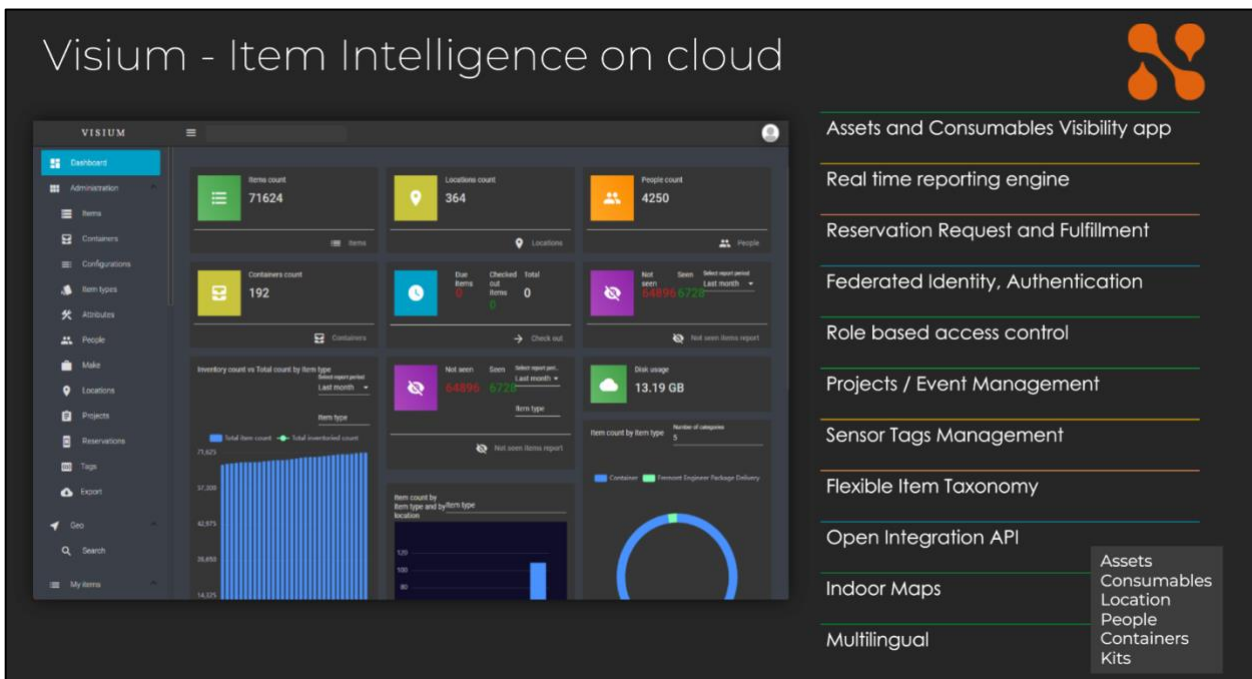
For the ZD421 spec sheet, please refer to this link:

<https://www.zebra.com/us/en/products/spec-sheets/printers/desktop/zd421-healthcare-series.html>

Software

Visium Web

The Visium Web platform is designed for ease of use and offers a range of functionalities. This desktop application comprises services that provide user interfaces for business applications, allowing users to conduct **inventory** cycle counts, track, find, and search for assets, items, tools, and components. Visium integrates seamlessly with **SAP**.



Visium - Item Intelligence on cloud

- Assets and Consumables Visibility app
- Real time reporting engine
- Reservation Request and Fulfillment
- Federated Identity, Authentication
- Role based access control
- Projects / Event Management
- Sensor Tags Management
- Flexible Item Taxonomy
- Open Integration API
- Indoor Maps
- Multilingual
- Assets
- Consumables
- Location
- People
- Containers
- Kits

Please contact Vantage ID to access all Visium Documentation.

Accessible from any web browser on a PC, laptop, phone, or tablet, the platform empowers customers with various features, including:

- **Asset & Inventory Administration:** Enabling the enrollment of new assets or items with detailed information, editing descriptions, establishing parent-child relationships, adding images, and capturing historical data.
- **Inventory Management:** Empowers customers to organizations track, manage, and optimize their physical assets efficiently. Some benefits include streamlined asset tracking, reduced manual errors, improved compliance, and enhanced decision-making based on real-time data.

- **Location Management:** Facilitating the creation of location hierarchies based on customer-specific naming conventions, aiding in asset association during inventorying and/or cycle counts.
- **Tag Management:** Enabling users to look up assets by tag IDs and providing snapshots of recently enrolled asset and location tags.
- **Roles and Privileges:** Allowing the addition of users, creation of roles based on organizational structure, assignment of privileges to roles, and allocation of users to their respective roles.
- **Parent Child Association:** Allows customers to create parent child association or kits or containers and track multiple items as a single items. This feature helps specially when users create a bundle of multiple items to meet with the Fixed Asset threshold to take advantage of depreciation cycles or for small items which are difficult to track.
- **Departments / Organizations:** Allows customers to create multiple departments or organizations (e.g., a warehouse, department, or business unit can be an organization) so that **each organization can function independently** while providing reports for the entire organization.
- **Custom Attributes:** Allows customers to add multiple attributes (fields) for assets, locations, containers, consumables as required for their business operations.
- **Bulk Data Upload:** Allows Administrative users to upload historical data to the platform, thus eliminating the need to re-scan each asset or inventory item.
- **Reporting:** Detailed information on reporting is provided below.

Reports

The Visium platform has numerous standard reports and many methods to integrate to pass that data to other databases. Users can also create and configure their own reports as needed. The transfer of tracking data combined with extensive export and email functionality to drive business processes are valuable features of Visium.

The core system includes preconfigured reports such as inventory and missing asset reports. Reports can be generated and exported as PDF or CSV files. There are also various filtering options for generating and customizing your reports.

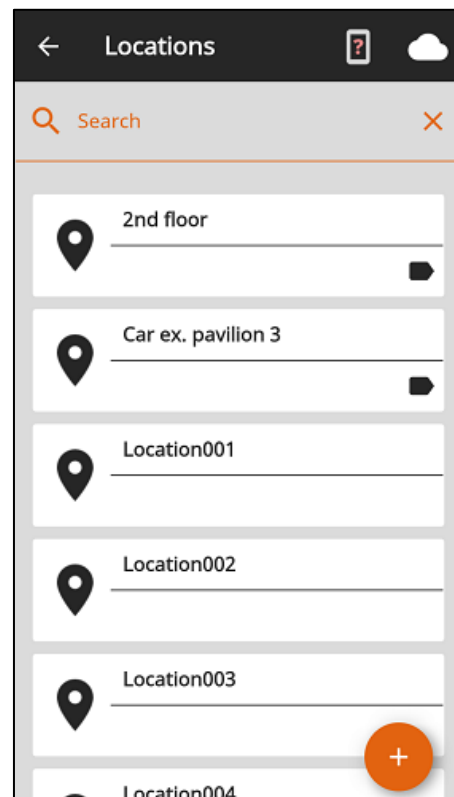
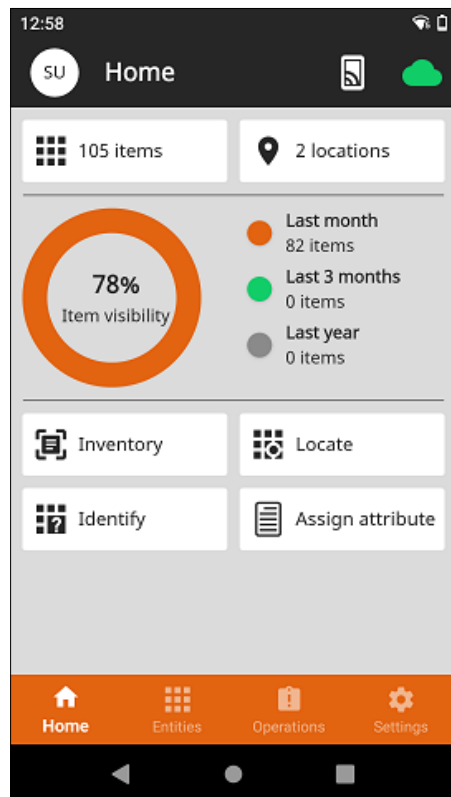
Below are some built-in report options. Visium also offers *customizable* reports.

- **Inventory Report** – shows the ‘*last seen*’ inventory information. That is, an item may have been inventoried *multiple times* but only the *last inventory record* of that item will be shown.
- **Inventory History Report** - shows the *entire* inventory history. That is, if an item has been inventoried multiple times, multiple inventory records of that item will be shown.
- **Location Report:** Similar to the Inventory Report, shows the location of assets where they were ‘*last seen*’.
- **New Items Report** - shows newly enrolled items over a specified time period.
- **NOT Seen Items Report** - shows items that have not been seen for a selected time period or ever.
- **Decommissioned Items Report** – shows all decommissioned items
- **Check-Out Items Report** - shows all items and containers that have been checked out.
- **Check-In Items Report** - shows all items and containers that have been checked in.
- **Audit Report** – shows all items and containers that have been audited.
- **Separation Report** – shows the items that have been seen at a location different from the location of the container they are part of.
- **Tag Status Report** – shows all tags at their current status.
- **Project Utilization Report** – shows all reservations of the selected project.
- **Person/identifier who scanned:** Admins will be able to see who scanned an asset.

Visium Mobile

This software runs on mobile handheld devices capable of barcode and RFID, enabling customers to perform the following functions:

- Rapid inventory and cycle counts
- Inventory management
- Location auditing
- Enrollment and checking out of items or goods
- Item lookup (with RFID tags and readers)
- Item location finding using 'Geiger' counter (with RFID tags and readers)
- Progressive locator for items (with RFID tags and readers)
- Multimodal sensors (Barcode, RFID, BLE, GPS)
- Available on industrial Android devices
- Supports industrial sleds (Bluetooth) on Android and iPhones
- Multilingual support



Please contact Vantage ID to access all Visium Documentation.

Visium Desktop / Printer Operator Software

Visium Desktop (aka Printer Operator) is comprehensive software application used for printing and encoding both **barcode** and RFID labels.

The software can run on systems running the Microsoft Windows Operating System and is also supported by tablets running Windows (full version) or Android.

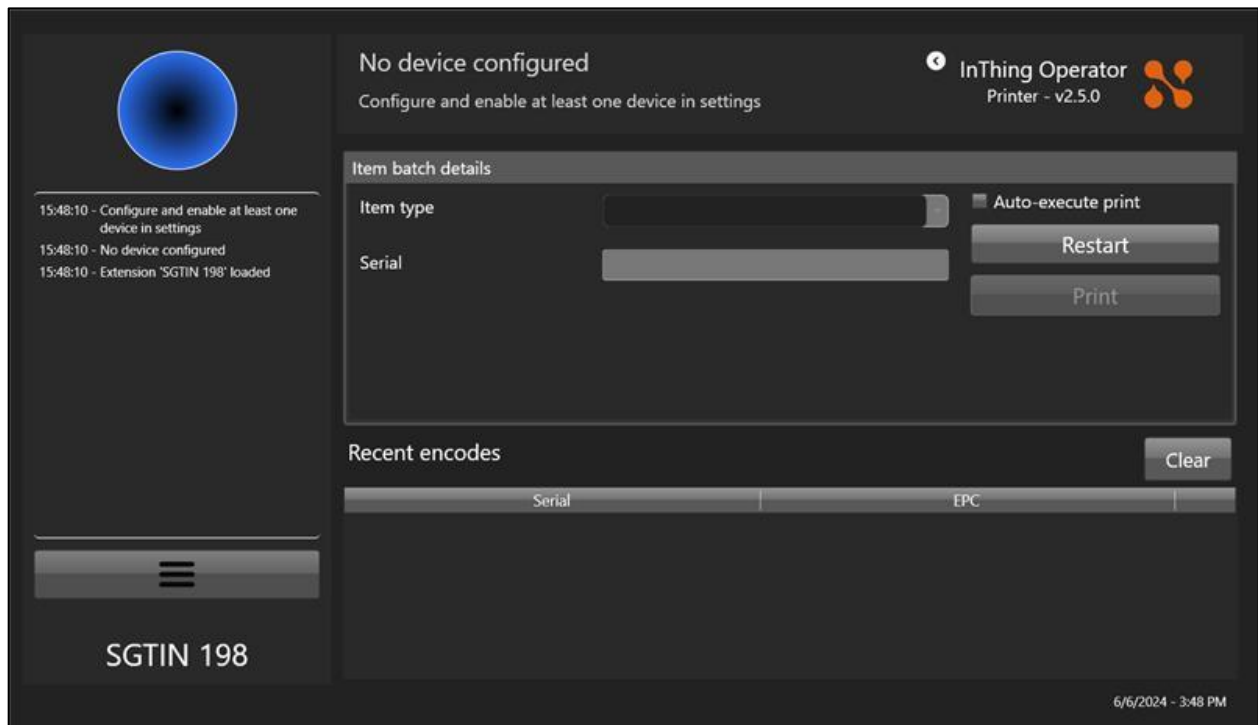


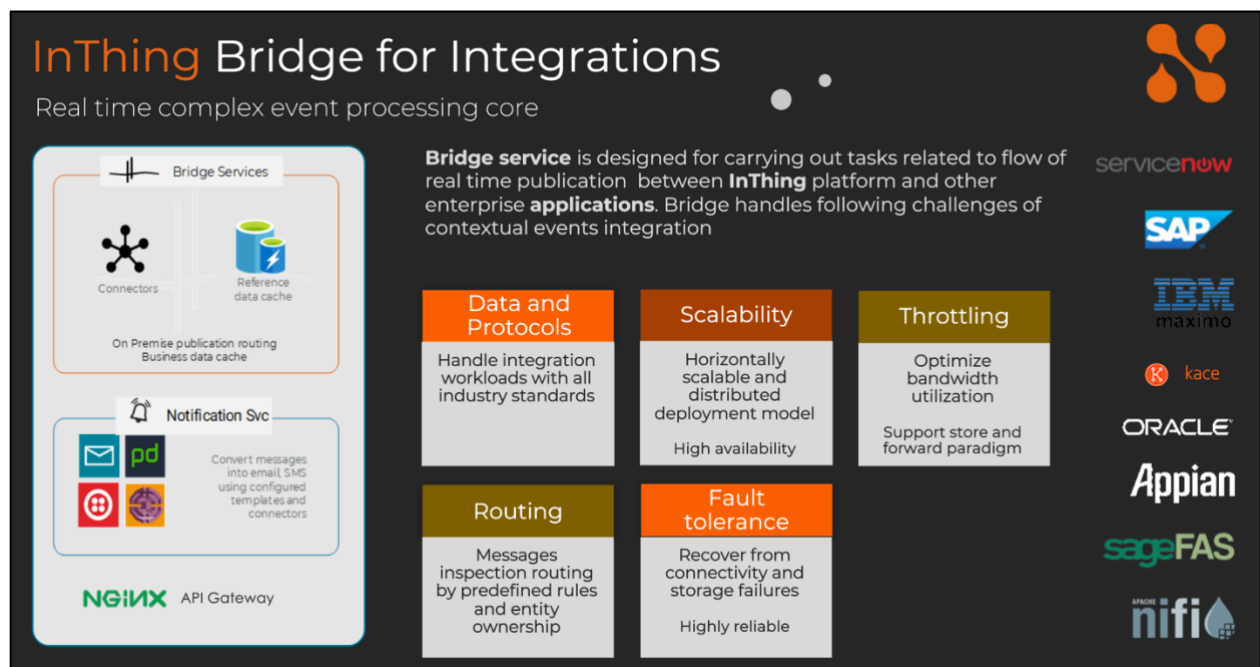
Image: InThing's Printer Operator software user interface.

Integration Using Bridge

Bridge is a specialized product designed to simplify application integrations. It allows businesses to leverage a common infrastructure for Barcode, RFID, RTLS, and sensors across various backend systems and databases. While most integration solutions publish data to systems like ERP, MES, EAM, or SCM, InThing's *Bridge* stands out as a dedicated tool for this purpose. It seamlessly integrates with systems such as GIS, ServiceNow, **SAP**, IBM, KACE, Oracle, Appian, and more.

Within InThing's 'Trapeze' ecosystem, Bridge acts as a plug-in-based component. It facilitates the publication of business-relevant events into standard ERP and other enterprise applications. The inclusion of a routing mechanism enables integration with multiple business applications. This sophisticated approach allows physical items owned by different business units or departments to interact seamlessly with their respective line-of-business applications. To the best of our knowledge, no one else in our domain has invested in developing such a product.

Moreover, Bridge supports bidirectional synchronization of business data. This capability enables the deployment of complex rules related to events from the physical world. Accessible via modern web browsers, Trapeze interfaces also provide support for multiple languages, including Asian languages.



InThing Bridge for Integrations
Real time complex event processing core

Bridge service is designed for carrying out tasks related to flow of real time publication between **InThing** platform and other enterprise **applications**. Bridge handles following challenges of contextual events integration

- Data and Protocols**: Handle integration workloads with all industry standards
- Scalability**: Horizontally scalable and distributed deployment model, High availability
- Throttling**: Optimize bandwidth utilization, Support store and forward paradigm
- Routing**: Messages inspection routing by predefined rules and entity ownership
- Fault tolerance**: Recover from connectivity and storage failures, Highly reliable

Bridge Services: Connectors, Reference data cache, On Premise publication routing, Business data cache

Notification Svc: Convert messages into email, SMS using configured templates and connectors

NGINX API Gateway

Logos: serviceNow, SAP, IBM maximo, kace, ORACLE, Appian, sageFAS, nifi

SAP Integration documentation has been provided to the City.

Signatures

I acknowledge that I have read and understood this Statement of Work (SOW), including the Project Objectives and Success Criteria, and agree to be bound by it. To the extent that any errors, discrepancies, or inconsistencies exist between this SOW and any other contract document, this SOW shall be deemed to have the same power as "Contractor's Pricing" as stated in paragraph 5.3 in the Contract and shall not override or negate any other valid terms or agreements. Any subsequent SOW or Change Order shall be treated identically as this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original, and all together will be considered one original. Electronic signatures on this SOW, through a City-approved vendor for electronic signatures, including any subsequent Change Orders (or copies of signatures sent via electronic means), are equivalent to handwritten signatures.

City of San Diego:

Vantage ID:

Name: Claudia C. Abarca

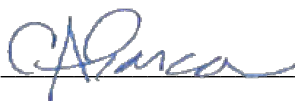
Name: Pam Baker

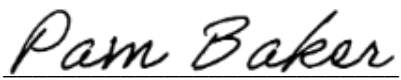
Title: Director, Purchasing & Contracting

Title: Director-Business Development

Date: July 16, 2024

Date: 07/05/2024

Signature: 

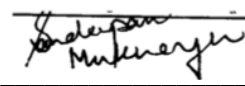
Signature: 

InThing Corporation:

Name: Sandee Mukherjee

Title: CEO

Date: 07/08/2024

Signature: 

RFP 10090037-24-K

Final Audit Report

2024-07-22

Created:	2024-07-22
By:	William Eames III (wbeames@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAVIEHWmYrvDoU2NPMDI1wKX0GsMtup1bF

"RFP 10090037-24-K" History

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2024-07-22 - 3:50:39 PM GMT
-  Email viewed by mmimada@sandiego.gov
2024-07-22 - 9:53:30 PM GMT- IP address: 156.29.5.191
-  Signer mmimada@sandiego.gov entered name at signing as Mark M. Imada
2024-07-22 - 9:55:33 PM GMT- IP address: 156.29.5.191
-  Document e-signed by Mark M. Imada (mmimada@sandiego.gov)
Signature Date: 2024-07-22 - 9:55:35 PM GMT - Time Source: server- IP address: 156.29.5.191- Signature captured from device with phone number XXXXXXXX1557
-  Agreement completed.
2024-07-22 - 9:55:35 PM GMT