



Purchasing & Contracting Department

August 22, 2024

VIA EMAIL TO: lesa.morrow@eunasolutions.com

Ms. Lesa Morrow, Manager, Sales and Operations
Sherpa Government Solutions LLC dba Euna
363 W. Erie St., Floor 7
Chicago, IL 60654

Reference: Request for Proposal (RFP) 10090045-24-G, Budgeting and Forecasting System, Implementation, and Ongoing Support

Dear Ms. Morrow:

Subject: Exceptions

On April 04, 2024, the City of San Diego received your list of exceptions relating to the above-referenced solicitation (attached). Subsequently, after further discussions between Sherpa Government Solutions LLC dba Euna, the City of San Diego received a modified exceptions list on August 22, 2024 (attached).

Exhibit A, item A.2.2 of the subject RFP, states, in pertinent part: "Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions."

This letter confirms our agreement to modify the following terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article IV, Suspension and Termination, Section 4.2 City's Right to Terminate for Convenience shall be **modified** to the following:

4.2 City's Right to Terminate for Convenience.

City's Rights 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. **For the SaaS Offering, the term set forth in the Order Form may not be terminated for convenience without payment of 50% of the remainder of fees due until the end date of the subscription (the SaaS Recovery Fee).**

2. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article IV, Suspension and Termination, Section 4.3 City's Right to Terminate for Default shall be **modified** to the following:

4.3 City's Right to Terminate for Default.

City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any **material** 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 **after an opportunity to cure** (2) failed to perform any of the **material** obligations of this Contract; and (3) failed to make sufficient progress in performance that may jeopardize full performance. For purposes of this section, "sufficient progress" shall mean Contractor's failure to meet any of the following "Milestones": (1) Completion of blueprinting by May 1, 2025, (2) Completion of configuration by September 1, 2025, and (3) Completion of testing/Go-live by October 1, 2025. The above notwithstanding, Contractor shall not be deemed to have failed to make sufficient progress if the City concurs that the cause of Contractor's having missed a Milestone was unexpected and could not reasonably have been foreseen, **or caused by a City delay. The City agrees to meet in good faith to discuss any delays and the City's concurrence will not be unreasonably withheld.**

If Contractor fails to satisfactorily cure a **material** default within **thirty (30)** calendar days of receiving written notice from City specifying the nature of the **material** 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.

3. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article V, Additional Contractor Obligations, Section 5.7 Warranties shall be **deleted in its entirety and replaced with** the following:

5.7 Warranties,

Representations, Limited Warranties, and Disclaimer.

- a. **Representations.** Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by

such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

- b. Warranties for Professional Services. EUNA warrants that it shall perform the Professional Services:
 - (i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;
 - (ii) using personnel of commercially reasonable skill, experience, and qualifications; and
 - (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any representations or guarantees regarding uptime or availability of the SAAS Offering unless specifically identified in the applicable Service Level Agreement. In the event that the SAAS Offering does not meet the foregoing warranty, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Agreement. **THE FOREGOING WARRANTY DOES NOT APPLY, AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.**
- d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties in this Agreement shall be as follows:
 - (i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.
 - (ii) For Professional Services, Customer's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge. The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.
- e. Disclaimer of Warranties. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER**

EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

4. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article VI, Intellectual Property Rights, Section 6.1 Rights in Data, Section 6.2 Intellectual Property Rights Assignment, and Section 6.5 Intellectual Property Warranty and Indemnification shall be **combined, renumbered to 6.1 only and replaced with** the following:

6.1 Rights in Data, Intellectual Property Rights Assignment, and Intellectual Property Warranty and Indemnification.

- a. Intellectual Property. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. EUNA hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Professional Services.
- b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.
- c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights in and to the Customer Data, or (ii) has a valid license, with the right to sublicense the Customer Data. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer represents, warrants and agrees that: (A) it will comply with

applicable law, including the laws of the territories from which any Customer Data is obtained, in transmitting and in soliciting the transmission of, Customer Data into the SAAS Offering as contemplated under this Agreement; and (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA. Customer is responsible for the confidentiality and use of its passwords and account, and in no event shall EUNA be liable for any loss of information of the Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords or account.

- d. **Prohibited Information.** Except as necessary to utilize the SaaS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health insurance card or policy identification numbers, (ii) medical or health information, (iii) security code passwords, and/or (iv) data revealing race, ethnicity, political opinions, religion, philosophical beliefs or trade union membership (collectively, "Prohibited Information"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify, and hold EUNA harmless from and against, any liability arising from the transmission to EUNA of any Prohibited Information, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.
- e. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to EUNA on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.
- f. **Reservation of Rights.** EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP. Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable state public records law, provided that the Party making the disclosure pursuant to the order shall, to the extent legally permissible, first have given written notice to the other Party; or (2) to establish a Party's rights under this Agreement, including to

make required court filings. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all such copies and upon request certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article VI, Intellectual Property Rights, Section 6.2 Intellectual Property Rights Assignment, shall be **deleted** in its entirety.
6. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article VI, Intellectual Property Rights, Section 6.5 Intellectual Property Warranty and Indemnification, shall be **deleted** in its entirety.
7. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article VII, Indemnifications and Insurance, Section 7.1 Indemnification shall be **deleted in its entirety and replaced with** the following:

7.1 Indemnification.

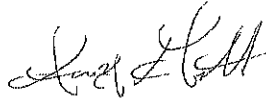
- a. EUNA Indemnification. EUNA shall indemnify, defend, and hold harmless Customer and its agents, officers, directors and employees ("Customer Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by Customer Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on EUNA's negligence, gross negligence, willful misconduct or violation of applicable law.
- b. Customer Indemnification. Customer shall indemnify, hold harmless, and, at EUNA's option, defend EUNA from and against any Losses resulting from any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights and (ii) based on Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services or SAAS Offering in a manner not authorized by this Agreement; (C) use of the Services or SAAS Offering in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; or (D) modifications to the Services or SAAS Offering not made by EUNA, provided that Customer may not settle any Third-Party Claim against

EUNA unless EUNA consents to such settlement, and further provided that EUNA will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

- c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8. Exhibit C, The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultants Contracts, Article VIII, Bonds, shall be deleted in its entirety.

Please indicate your agreement with the above by signing the bottom of this letter.
Thank you for your assistance.



Jerry G. Gibbs
Associate Procurement Contracting Officer

- Enclosures: 1. Exceptions from EUNA dated April 4, 2024
2. Exceptions from EUNA dated August 22, 2024

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

Sherpa Government Solutions LLC dba Euna


By: 

Name: Rob Crocker

Title: Chief Financial Officer

Date: Aug 26, 2024

THE CITY OF SAN DIEGO

By: 

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Nov 8, 2024

Exhibit A – Proposal Submission and Requirements

Tab A – Submission of Information and Forms

Section 2.2 Requested Exceptions

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal. 2.01 Provide a project plan for a milestone-based fixed-price delivery of the implementation services. Include the following:

SHERPA RESPONSE:

Sherpa submitted its request for exceptions to the City, via the Bonfire procurement site, and received confirmation of receipt on March 7, 2024.

The City did not provide written acceptance or rejection to Sherpa's request for exceptions. Therefore, we have included our request for exceptions (changes) to the General Contract Terms and Provisions for your consideration.

RFP Section Reference	Requested Revision	Justification
Article IV Suspension and Termination, Subsection 4.2 City's Right to Terminate for Convenience	City's Rights 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. <u>For the SaaS Offering, the term set forth in the Order Form may not be terminated for convenience without payment of 50% of the remainder of fees due until the end date of the subscription (the SaaS Recovery Fee).</u>	We provide long-term pricing and amortize the cost of the software along with support and maintenance over the term of the contract. If there is a term for convenience, we need to recover the software license cost.

RFP Section Reference	Requested Revision	Justification
<p>Article IV Suspension and Termination, Subsection 4.3 City's Right to Terminate for Default</p>	<p>City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any material 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 after an opportunity to cure (2) failed to perform any of the material obligations of this Contract; and (3) failed to make sufficient progress in performance that may jeopardize full performance. For purposes of this section, "sufficient progress" shall mean Contractor's failure to meet any of the following "Milestones": (1) Completion of blueprinting by May 1, 2025, (2) Completion of configuration by September 1, 2025, and (3) Completion of testing/Go-live by October 1, 2025. The above notwithstanding, Contractor shall not be deemed to have failed to make sufficient progress if the City concurs that the cause of Contractor's having missed a Milestone was unexpected and could not reasonably have been foreseen, or caused by a City delay. The City agrees to meet in good faith to discuss any delays and the City's concurrence will not be unreasonably withheld.</p> <p>If Contractor fails to satisfactorily cure a material default within thirty (30) calendar days of receiving written notice from City specifying the nature of the material 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.</p>	<p>This section should only apply to material obligations, which we should look to define. We need a reasonable cure period. We do not agree to specific performance or covering replacement costs – this is a SaaS contract. This concept isn't applicable with a SaaS contract.</p>
<p>Article V Additional Contractor Obligations, Subsection 5.7 Warranties</p>	<p>1. <u>Representations, Limited Warranties, and Disclaimer.</u> a. <u>Representations. Each Party hereby represents and warrants</u></p>	<p>We provide software and services (no hardware). We are able to offer our standard software and services warranties. We are open to</p>

RFP Section Reference	Requested Revision	Justification
	<p><u>that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.</u></p> <p>b. <u>Warranties for Professional Services. EUNA warrants that it shall perform the Professional Services:</u></p> <p>(i) <u>in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;</u></p> <p>(ii) <u>using personnel of commercially reasonable skill, experience, and qualifications; and</u></p> <p>(iii) <u>in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.</u></p> <p>c. <u>Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any representations or guarantees regarding uptime or availability of the SAAS Offering</u></p>	<p>discussion to reach mutually agreed terms.</p>

RFP Section Reference	Requested Revision	Justification
	<p><u>unless specifically identified in the applicable Service Level Agreement. In the event that the SAAS Offering does not meet the foregoing warranty, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Agreement. THE FOREGOING WARRANTY DOES NOT APPLY, AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.</u></p> <p>d. <u>Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties in this Agreement shall be as follows:</u></p> <p>(i) <u>EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.</u></p> <p>(ii) <u>For Professional Services, Customer's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge. The foregoing remedy shall not be available unless Customer</u></p>	

RFP Section Reference	Requested Revision	Justification
	<p><u>provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.</u></p> <p>e. <u>Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.</u></p>	

RFP Section Reference	Requested Revision	Justification
<p>Subsection 6.5 Intellectual property Warranty and Indemnification</p>	<p>Customer Data is obtained, in transmitting and in soliciting the transmission of, Customer Data into the SAAS Offering as contemplated under this Agreement; and (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA. Customer is responsible for the confidentiality and use of its passwords and account, and in no event shall EUNA be liable for any loss of information of the Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords or account.</p> <p>Prohibited Information. Except as necessary to utilize the SaaS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health insurance card or policy identification numbers, (ii) medical or health information, (iii) security code passwords, and/or (iv) data revealing race, ethnicity, political opinions, religion, philosophical beliefs or trade union membership (collectively, "Prohibited Information"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify, and hold EUNA harmless from and against, any liability arising from the transmission to EUNA of any Prohibited Information, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.</p> <p>Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to any of EUNA's Intellectual Property Rights, including without</p>	

RFP Section Reference	Requested Revision	Justification
	<p>limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), EUNA is free to use such Feedback Irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to EUNA on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.</p> <p>Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP. Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable state public records law, provided that the Party making the disclosure pursuant to the order shall, to the extent legally permissible, first have given written notice to the other Party; or (2) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all such copies and upon request certify in writing to the Disclosing Party that such Confidential Information has been</p>	

RFP Section Reference	Requested Revision	Justification
	<p><u>destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.</u></p>	
<p>Article VII Indemnification and Insurance, Subsection 7.1 Indemnification</p>	<p><u>Indemnification.</u></p> <p><u>a. EUNA Indemnification. EUNA shall indemnify, defend, and hold harmless Customer and its agents, officers, directors and employees ("Customer Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by Customer Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on EUNA's negligence, gross negligence, willful misconduct or violation of applicable law.</u></p> <p><u>b. Customer Indemnification. Customer shall indemnify, hold harmless, and, at EUNA's option, defend EUNA from and against any Losses resulting from any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights and (ii) based on Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services or SAAS Offering in a manner</u></p>	<p>This is a SaaS contract with a remote install, so this indemnification is not appropriate. We are open to discussing a limited indemnity from 3rd party claims purely for negligence. We have provided our standard language.</p>

RFP Section Reference	Requested Revision	Justification
	<p>not authorized by this Agreement; (C) use of the Services or SAAS Offering in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; or (D) modifications to the Services or SAAS Offering not made by EUNA, provided that Customer may not settle any Third-Party Claim against EUNA unless EUNA consents to such settlement, and further provided that EUNA will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.</p> <p>c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.</p>	
<p>Article VIII Bonds, Subsections 8.1</p>	<p>Not Applicable.</p>	<p>Not appropriate for SaaS contract with severely limited on-site performance.</p>







10090045-23-G, Budget Systems RFP, Sherpa Agreement

Final Audit Report

2024-08-27

Created:	2024-08-23
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVHnt0UFTG2gnEGalDRfczn68qwl-Qmb4

"10090045-23-G, Budget Systems RFP, Sherpa Agreement" History

-  Document created by Jerry Gibbs (jggibbs@sandiego.gov)
2024-08-23 - 10:07:47 PM GMT- IP address: 130.41.195.192
-  Document emailed to rob.crocker@eunasolutions.com for signature
2024-08-23 - 10:10:07 PM GMT
-  Email viewed by rob.crocker@eunasolutions.com
2024-08-23 - 10:56:22 PM GMT- IP address: 99.209.148.34
-  Signer rob.crocker@eunasolutions.com entered name at signing as Rob Crocker
2024-08-27 - 3:00:46 AM GMT- IP address: 67.69.76.96
-  Document e-signed by Rob Crocker (rob.crocker@eunasolutions.com)
Signature Date: 2024-08-27 - 3:00:48 AM GMT - Time Source: server- IP address: 67.69.76.96
-  Agreement completed.
2024-08-27 - 3:00:48 AM GMT

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090045-24-G, BUDGETING AND FORECASTING SYSTEM, IMPLEMENTATION, and ONGOING SUPPORT

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) # 10090045-24-G, BUDGETING AND FORECASTING SYSTEM, IMPLEMENTATION, and ONGOING SUPPORT (Contractor).

RECITALS

On or about 2/23/2024, 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 implementation and on-going support services for the City's budgeting and forecasting system as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and/or Services).

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

ARTICLE I CONTRACTOR SERVICES

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

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

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

Benjamin Battaglia, Assistant Director
Department of Finance
(619) 533-3717
BBattaglia@sandiego.gov

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or (5) five years from the Effective Date, whichever is earliest beginning

on the Effective Date. 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 \$ 4,263,912.82 ^{RC}.
(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 Goods and/or Services to be provided. Contractor will provide any Goods and/or Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and/or Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

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

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

4th Contractor's Pricing and Contractor's Proposal

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

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

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

CONTRACTOR

Sherpa Government Solutions LLC dba Euna Solutions

Proposer

363 W Erie Street, Floor 7

Street Address

Chicago, IL

City

1-877-465-3200

Telephone No.

rob.crocker@eunasolutions.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting
Department

Nov 8, 2024

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Rob Crocker

Print Name

Chief Financial Officer

Title

Aug 26, 2024

Date

Approved as to form this 6th day of

December, 2024.

MARA W. ELLIOTT, City Attorney



BY: Bret A Bartolotta (Dec 3, 2024 14:14 PST)

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

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: Interrogatories

2.6 Exhibit E: Functional Requirements

2.7 Exhibit F: Technical Requirements

2.8 Exhibit G: IT City Standards and Technical Alignment Questionnaire

2.9 Additional Information as required in Exhibit B.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

B. PRICING

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

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

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of

the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within 15 points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within 15 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. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required.

Proposers are required to complete their oral presentation and/or interviews within fourteen (14) 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	<hr style="width: 100%; border: 0.5px solid black;"/> 15
1. Requested information included and thoroughness of response.	
2. Demonstrated understanding of the requirements and ability of the solution and firm to meet the requirements.	
3. Acceptance of City standard documents, including Terms and Conditions, Statement of Work, and other provisions.	
B. Suitability of Solution	25
1. Solution to meet the City's functional and technical requirements.	
2. Compatibility of solution with the City's existing business process, staff resources, and IT landscape.	
3. Solution meets the City's IT standards in Exhibit G.	
4. Project implementation plan thoroughness and clarity.	
5. Minimal or limited customization to Proposer's software solution.	

MAXIMUM
EVALUATION
POINTS

25

C. Firm's Capability to Deliver and Past Performance.

1. Qualifications of personnel adequate for requirements with clearly defined roles/responsibilities of personnel.
2. Relevant experience of the Firm and subcontractors with similar-sized public sector implementations.
3. Demonstrated understanding of governmental budgeting and cost allocation methods.
4. Past/Prior Performance.
5. Capacity/Capability to meet City's implementation timeline.
6. Reference checks

D. Cost/Price.

15

E. Mandatory Demonstration/Presentation.

20

1. Thoroughness and clarity of presentation.
2. Software operational performance. Software demonstrates it meets City's business process needs.
3. Implementation and support model.
4. Confidence in ability to deliver.

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. INTRODUCTION.

The City of San Diego's Department of Finance is seeking proposals for the identification, procurement, implementation, and on-going maintenance of a budgeting and financial forecasting system ("System") to replace the City's current system. Department of Finance is responsible for coordinating the development of the City of San Diego's annual operating and capital budgets, and creating financial projection reports, in collaboration with all City departments.

The current budgeting system is an SAP Business Warehouse-based application called SAP Budget and Planning (SBP), formerly known as Public Budget Formulation (PBF). The system was implemented in 2011 and has been utilized for two objectives: 1) to develop the City's annual operating and capital budgets and 2) to create fiscal year-end financial projections against budget for presentation to City Council and the City's Executive Team.

SAP announced that SBP will no longer be supported after December 2025. With the release of this RFP, the City is searching for a replacement system that aligns as closely as possible with the City's existing business processes and ERP landscape. The new system should allow the City to achieve the aforementioned objectives and potentially provide additional functionality including, but not limited to: 1) publishing the City's annual operating and capital budgets in a document and 2) providing long-range financial forecasting (five years or more).

The respondents to this RFP should include the following: the identification of a system matching the requirements of this RFP, implementation services by a deliverable date, annual on-going maintenance services, and all costs for goods and services, including licensing, patches, break-fixes, or enhancement requests.

B. BACKGROUND.

City of San Diego

The City of San Diego, known as America's Finest City, is best known for its ideal climate, beautiful beaches, and array of world-class attractions. As the eighth largest city in the nation and the second largest city in California, the City's total population was estimated at 1.4 million residents as of July 1, 2021.

The total adopted operating and capital budget for the City is approximately \$5.2 billion for Fiscal Year 2024 (FY24). The operating budget is approximately \$4.5 billion and consists of five different fund types: General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds. As of the FY24 Adopted Budget, approximately 60 departments were published in the annual operating budget document representing \$4.5 billion in operating budget.

The capital budget, also called the Capital Improvements Program or CIP budget, is approximately \$0.70 billion for FY24. In the FY24 Adopted Budget, approximately 260 CIP projects were published. Each project included information about the department responsible

for maintaining the asset, general project information, status, priority scoring, and expenditure amounts by funding source and fiscal year.

The City has approximately 13,000 full-time equivalent positions in its workforce.

The fiscal year starts on July 1 and ends the following June 30. Each month represents one fiscal period with the first period corresponding to July.

Department of Finance and Budget Process Overview

The Department of Finance (DoF) provides fiscal services to the Mayor and serves as an internal fiscal consultant to the City. DoF is made up of three divisions: Financial Planning, External Financial Reporting, and Debt Management & CIP.

Within DoF, the Financial Planning division coordinates both the development of the Five-Year Financial Outlook for the General Fund and the annual budgeting process, in collaboration with the Mayor's Office and City departments, and monitors the operating budget throughout the year.

The start of the budgeting process begins with the development of the City's Five-Year Financial Outlook in August, focused on the General Fund and led by DoF. It serves as the framework for the development of the upcoming proposed budget by incorporating a variety of economic assumptions and priority initiatives. Next, departments submit department restructure requests in October, which begins the base budget process. The base budget process allows departments an opportunity to redistribute the non-personnel expense budget within their own department. DoF budgets the personnel expenses of departments using SBP's personnel expense projection tool.

SBP's personnel expense projection tool extracts personnel data from the City's Human Capital Management (HCM) module of SAP. This data includes salaries (both on a pay scale and fixed amounts), fringe benefits (both fixed and variable types), job classification, employee numbers, bargaining unit, and more to create salary and fringe benefit cost projections for the current fiscal year and future fiscal years. In situations where personnel data is not available in the HCM module for select positions, either because the position hasn't been created or was vacant at the time of extraction, then positional data is manually created, and default values are assigned so that salary and fringe benefit cost projections for the current fiscal year and future fiscal years will be complete. For known future pay scale or benefit rate/amount changes, DoF staff update the System so that budgets and projections incorporate these changes into necessary calculations.

After the base budget process is complete, departments enter non-discretionary budgets such as utilities and internal services, followed by budget adjustments for personnel and non-personnel expenses in December and January. The departments' proposed budgets are reported to the Executive Team for review and consideration in February and budget adjustments are approved or denied by March based on funding decisions. The proposed budget document is released by April 15, a statutory date set by San Diego's City Charter. The public, City Council, and the Office of the Independent Budget Analyst review the proposed budget and provide feedback to the Mayor. Then the Mayor incorporates any additional changes to the proposed budget by releasing the Mayor's May Revision to the proposed budget. Finally, the City's adopted budget is approved by City Council by June 15 and it is

uploaded (“retracted”) to the SAP Funds Management module (the City’s budget control module) by July 1. The adopted budget document is then published in August.

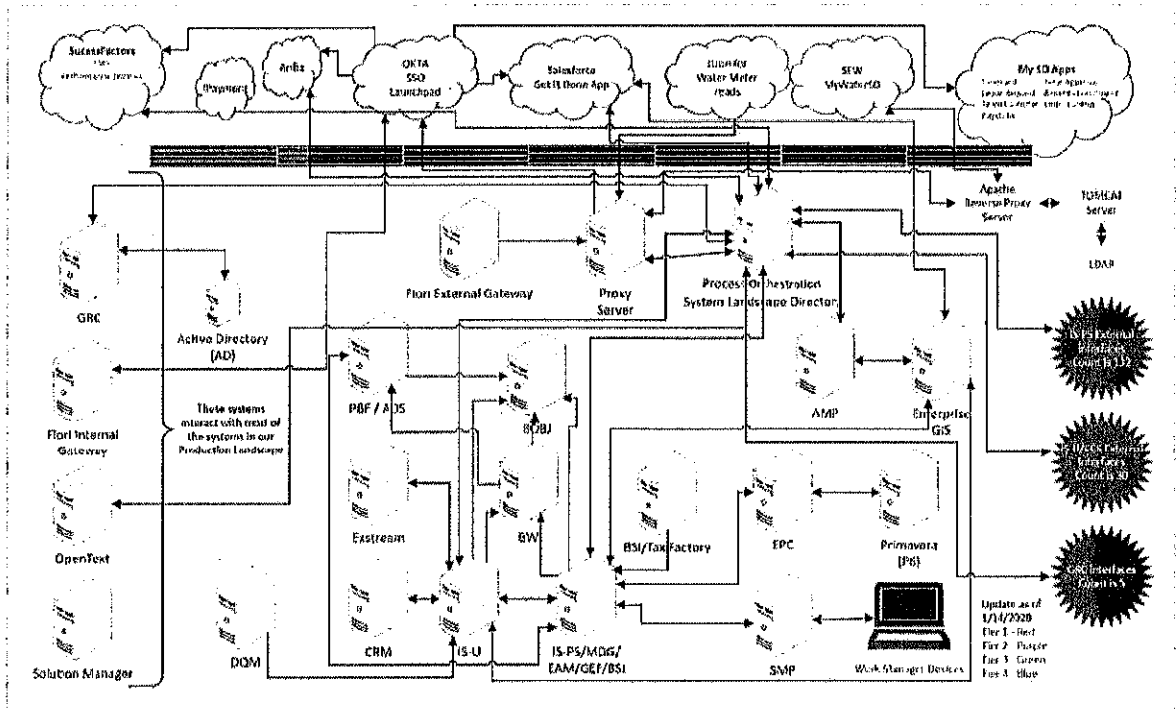
The capital budget process follows a similar timeline to the operating budget process. The Five-Year Capital Infrastructure Planning Outlook process begins in the Fall. This provides a framework for the following fiscal year’s capital budget. Departments submit capital budget requests from November through January. The departments’ proposed budgets are reported to the Executive Team for review and consideration in February, and capital budget requests are approved or denied by March based on funding decisions. The proposed capital budget document is released by April 15, a statutory date set by San Diego’s City Charter. The remainder of the capital budget process follows the same timeline as the operating budget process.

After the annual budget has been implemented, the City is required to develop year-end projections on a quarterly basis that are presented to the City Council. Departments use SBP to submit projections of actual revenues and expenses for the remaining fiscal year periods, and compare these year-end projections to their current budget. Departments also use SBP to provide detailed variance explanations at various categorical levels. Actual expenditure and revenue data through each quarter is extracted from SAP as the basis for departments to develop their quarterly projections.

City of San Diego ERP Landscape

The City of San Diego uses SAP Enterprise Core Component 6.0 (ECC) for core financials, logistics, human capital management, utilities, and asset management processes. The City uses SAP Budgeting and Planning (SBP), formerly known as Public Budget Formulation, for annual budgeting and current fiscal year financial projections. Data is extracted from ECC for developing the base budget including personnel expenditure budgets or projections. City users utilize BusinessObjects reports and queries for reporting on information in SBP. An in-house application was developed, using Microsoft dotnet with OpenXML technology for generating editable Microsoft Word documents, to publish the annual budget document. These documents are converted into Adobe PDF for upload onto the City’s website.

Below is a visual representation of the City's technical landscape for reference.



C. OBJECTIVES / DELIVERABLE.

The responsive deliverable for this RFP will be the successful implementation of the System no later than August 2025. Success will be determined by the following factors:

- System meets all required requirements and maximizes the optional requirements.
- System must be implemented by August 2025 in preparation for both the development of the City's Fiscal Year 2027 Proposed Budget, the City's Fiscal Year 2026 First Quarter Projections (projecting year-end financial forecasts based on actual expenditure and revenue activity through period 3), and potentially the development of the Fiscal Years 2028 – 2032 Five-Year Financial Outlook based on system capability.
- City staff is properly trained and adequately prepared for the change to a new System including a knowledge transfer plan/knowledge acceptance document.
- Respondent provides adequate staffing, expertise, and project management to meet milestones including:
 - Project schedule
 - Additional project management documents (status reports, issue logs, budgets)
 - Preliminary and final design documents, configurations, and blueprints
 - Migration plans and migration completion acceptance document
 - Cut-over plan or go-live readiness plan
 - Successful go-live acceptance document
 - Project closeout
 - Post-production support plan

- Ease of use and understanding for both financial and non-financial end-users.
- Costs of services for implementation and on-going support do not exceed the amount as proposed by the Respondent.

It is estimated that the City will award the contract by June 2024, start implementation of the new system in July 2024, and conclude by August 2025 with potentially intermittent/as needed breaks for City staff from October 2024 through June 2025 for the City to focus on developing the FY 2026 Budget.

D. SPECIFICATIONS.

The City has provided both the Functional and Technical requirements for the Solution. Proposers shall review Exhibits E (Functional Requirements) and F (Technical Requirements), where responses to the Functional and Technical specifications are required. The City does not expect or require that a single Solution meet all of the requirements. 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.

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 if required during the Mandatory Demonstration/Presentation.

All requirements identified with a "Partially Compliant" response shall 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".

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.

Proposers must ensure that the proposed Solution seamlessly integrates with the City's existing ERP, SAP Enterprise Core Component 6.0, as well as future versions like S4/HANA. The Solution should also have the capability to interface with a wide range of ERP platforms for future compatibility. Failure to meet this requirement will result in the proposal being deemed nonresponsive.

E. CITY IT REQUIREMENTS / DATA PRIVACY.

The City has provided IT City Standards and Technical Alignment Questionnaire (Exhibit G). Proposers shall review and complete this form by indicating whether their Solution meets City requirements, to what extent it meets City requirements, and to what extent modifications or customizations are required.

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 if required during the Mandatory Demonstration/Presentation.

All requirements identified with a "Partially Compliant" response shall 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".

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.

Any requirement listed that the Proposer deems is not applicable should be identified with a "N/A" response.

F. RESPONSE REQUIREMENTS.

Proposals will be evaluated on responsiveness to the RFP, suitability of solution, and Proposer's capability to deliver. Please respond to the following with as complete information as possible:

Summary of Solution

1. Describe the proposed solution's basic system design, operation, and capabilities.
2. Describe if your proposed solution meets the required and optional system requirements outlined in the Specifications.
3. Describe the licensing, maintenance, and staffing support and skill level needed to maintain the system.
4. Describe level of customization your solution allows.
5. Describe how features of your solution differs from competitors.

Implementation

1. Describe your planning and approach to implementing the proposed solution in the City including timeline and milestones.
2. Describe roles of project team from the Contractor and City.
3. Describe the level of implementation assistance your firm is assuming to receive from City technical or business staff for your proposed solution implementation to be successful.
4. Describe the implementation training, and on-going technical, operational and administration training offered for the proposed solution.
5. Describe the operational and administrative support documentation available for the proposed solution prior to go-live and after.
6. If your company utilizes system integrators or implementation partners, recommend one or two who could be contracted with to help implement your proposed solution.
7. Describe the available post-implementation technical support for the proposed solution, including availability of complex problem diagnosis and resolution. Include information on how technical support is to be requested by the City, and the technical support delivery options you will provide.

Respondent Key Personnel and Qualifications

1. Respondent's Background and Experience: The Respondent must include a company overview including years of operations, five (5) years of related implementation

- experience to the system and services being requested in this RFP, two (2) examples of previous engagements within the past five (5) years with similar scope, how long the company has been selling the proposed software to public sector clients, and a listing of the public sector installs by name and State/County/City.
2. Resumes: The Respondent must include brief resumes for personnel that will be assigned to the project, if awarded the contract. The resumes must identify expertise in the above Scope of Work. Proven work experience combined with related education will be means of substantiating expertise.
 3. Sub-contractors: The Respondent will disclose to the City the name(s), location(s), and services provided of any third party sub-contracted under this Contract Agreement for the Services.
 4. References: The Respondent will provide references for three (3) previous engagements within the past five (5) years with similar scope.

Training

1. Describe training required of City staff to effectively administer, operate, and support the system including:
 - a. Training for project implementation team.
 - b. Initial or required training for system administration and end-users.
 - c. Provide estimates of how long it typically takes to train end-users of various roles based on previous public sector implementations.
 - d. List of training documents and resources including design documents and configurations.

Support and Maintenance

1. Provide a description of the nature and levels of support channels available during and after go-live:
 - a. Options for telephone, email, or online support and whether they are dedicated.
 - b. Response times for each channel.
 - c. Support escalation path for unresolved or emergency issues.
 - d. Delivery method and frequency of future upgrades/project enhancements.
 - e. Services for adding data elements and corresponding reports.
 - f. Identify any fees or additional costs associated with support and maintenance.

Pricing

1. Please complete the attached Exhibit H (Cost Proposal).
2. Please describe the type of pricing model you typically employ and if you negotiate other pricing models.

G. MANDATORY INTERVIEWS / DEMONSTRATIONS.

In accordance with Exhibit A – Proposal Submission and Requirements, Section C. Evaluation of Proposal, Sub-section 3.3 - Mandatory Interview/Oral Presentation, qualified Proposers may be required to provide a demonstration of their Solution, 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. This demonstration will include oral presentations and interviews

focusing on the functionality that Proposer has put forward in response to this Request for Proposal.

Proposers that are asked to provide a demonstration must minimally demonstrate the following three critical functions of their solution:

1. Budget development request submission and workflow
2. Budget monitoring submission, projection planning functions and workflow
3. Personnel expense planning maintenance and projections

H. DELIVERY.

Services will be delivered to the City via a mix of onsite and offsite delivery. Offsite delivery for document reviews and project meetings will be facilitated via online meetings (e.g., Microsoft Teams). However, onsite attendance (at City facilities in downtown San Diego) may be required for key meetings as part of the delivery of Services or if tasks or deliverables cannot be effectively performed as agreed between the City and Contractor. It is envisioned that many of the hours consumed under this engagement will be performed offsite.

I. LICENSE COUNTS AND PRICING.

License Counts

Annual licensing including patching for vulnerabilities should be included in the cost of this RFP.

1. **Concurrent/Named Users.** The system will include budget preparation and forecasting software to be used by all City departments with the Department of Finance being responsible for the application and administration of it. There are currently approximately 400 employees with access to the City's current system, SBP. About 220 initiate submissions and 80 approve submissions for departments. The remaining 100 are Department of Finance or Department of IT employees with more authority and enhanced functionality to review department submissions. Roughly 35 of these Department of Finance employees has additional back end administrative access to support budget development, budget monitoring, and personnel expense planning.

The City's current system, SBP, is maintained by a dedicated team consisting of a Technical Lead and a Developer from the City's ERP Support Team, and a Business Process Coordinator from the Department of Finance (as well as other technical staff and consultants within the City's ERP Support Team).

2. **Budget Amounts.** Annual budget amount estimates may be found in Exhibit B, Section B. BACKGROUND under City of San Diego.

J. COST PROPOSAL.

Respondents are required to submit their bid prices on the City's Cost Proposal herein attached as Exhibit H – Cost Proposal. Only the City's Cost Proposal will be accepted. Any deviations from the Cost Proposal may be considered non-responsive and unacceptable.

All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs, including, but not limited to, travel, required to provide the requirements as specified in this RFP. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item.

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

K. CLIENT REFERENCES.

Respondent must provide at least three (3) client references that have a comparable computing environment in the public sector. It is preferred that the references should be from clients that operate with the proposed software solution. Respondent must submit references only for fully completed (live) client installations.

L. RESPONSIBILITIES OF THE PARTIES.

Roles and Responsibilities	Contractor	City
Schedule all project meetings with appropriate attendees	X	X
Develop project initiation documents including project charter, schedule/timeline with milestones, and roles and responsibilities matrix	X	
Review and approve project initiation documents including project charter, schedule/timeline with milestones, and roles and responsibilities matrix		X
Engage with City stakeholders to understand the current "as is" business process and "to be" business process with a preliminary design document	X	
Review and approve preliminary design document		X
Provide status reports, issue logs, and budgets throughout project lifecycle	X	
System development and configuration (including	X	

Roles and Responsibilities	Contractor	City
security roles, workflows, interfaces, and reports)		
Perform unit testing	X	
Develop data migration plan and migration completion acceptance document	X	
Review and approve migration plan and acceptance document		X
Develop testing plan and testing scripts	X	
Review and approve testing plan and testing scripts		X
Perform user acceptance testing		X
Develop training materials for administrators and operators	X	
Develop change management materials and deploy for user adoption		X
Develop reports to replace existing system reports for the FY 2026 budget document and FY 2025 quarterly projection reports	X	
Develop cut-over plan for production and successful go-live acceptance document	X	
Review and approve cut-over plan for production and successful go-live acceptance document		X
Develop project closeout documentation and post-production support plan	X	
Update preliminary design document to final design document after go-live	X	
Review and approve project closeout documentation and post-production support plan		X
Maintain key named personnel on Contractor-provided Services delivery team, unless personnel	X	

Roles and Responsibilities	Contractor	City
changes are approved by the City		
Submit invoices and underlying billing data to City monthly, and in a timely and consistent manner	X	
Review and approve (or dispute) invoices and underlying billing data in a timely and consistent manner		X

M. ADDITIONAL INSURANCE.

1. **Cyber Liability Insurance.** Contractor shall provide a copy of all System User software license agreements that they will be requesting the City to execute. In addition to the requirements of the City of San Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, Contractor shall provide, at its sole cost and expense, evidence of Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Contractor is engaged with Insured for such length of time as necessary to cover any and all claims.
2. **Professional Liability.** Contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Contract.

N. DEPARTMENT REPRESENTATIVE.

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

O. ADA COMPLIANCE.

The content on all website and web applications created, bought, leased, or otherwise employed by the City of San Diego for public use shall meet the Web Content Accessibility

Guidelines (WCAG) 2.0 Level AA and any successive WCAG guidelines most current at the time of application.

EXHIBIT H: Cost Proposal Budget Software											
	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 6	Optional Year 7	Optional Year 8	Optional Year 9	Optional Year 10
PROPOSER (ORGANIZATION) NAME HERE											
Section 1: Licensing and Maintenance Costs											
Option A - Enterprise License (Unlimited Users/Unlimited Transactions)											
Enterprise License Fees: Unlimited Users	\$0.00	\$289,506.54	\$299,639.00	\$310,127.00	\$320,982.00	\$332,217.00	\$343,845.00	\$355,879.00	\$368,334.00	\$381,226.00	\$394,568.00
Maintenance and/or License Fee Add-Ons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (List)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option A Total Costs	\$0.00	\$289,506.54	\$299,639.00	\$310,127.00	\$320,982.00	\$332,217.00	\$343,845.00	\$355,879.00	\$368,334.00	\$381,226.00	\$394,568.00
Option B - Concurrent Users Based Pricing											
License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Number of Concurrent Users	400	400	400	400	400	400	400	400	400	400	400
Price per User	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option B Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option C - Named Users Based Pricing											
License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Number of Named Users	400	400	400	400	400	400	400	400	400	400	400
Price per User	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option C Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Section 2: Implementation, Transition, and Training Costs											
Implementation, Transition, and Training Costs (see list below)											
Cost	\$ 799,148.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Implementation, Transition, and Training Costs	\$799,148.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Section 3: Other Additional Costs											
Storage Limitations and/or Additional Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Software Licenses or Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Service Cost (for example, cloud broker services, or provisioning services)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exit and Decommissioning Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Additional Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Section 4: Additional Opportunities for Cost Savings/Efficiency Gains (Optional-will not be included in cost evaluation)											
Potential Cost Saving Opportunities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum for Summary Sheet (Sections 1 + 2 + 3)											
	\$799,148.87	\$289,506.54	\$299,639.00	\$310,127.00	\$320,982.00	\$332,217.00	\$343,845.00	\$355,879.00	\$368,334.00	\$381,226.00	\$394,568.00

Total Contract Cost of Ownership (All Five Years) \$2,351,620.41

Total Contract Cost of Ownership (All Five Years/All Optional Years) \$4,195,472.41

EXHIBIT C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego
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:

The City of San Diego Request for Proposal (RFP) for Budgeting and Forecasting Sys

B. BIDDER/PROPOSER INFORMATION:

Sherpa Government Solutions LLC, a GTY Technology		Euna Solutions	
Legal Name		DBA	
363 W. Erie, Floor 7	Chicago	Illinois	
Street Address	City	State	Zip
Dawn Rippentrop, VP, Enterprise ar	(913) 706-5715	N/A	
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.

Dawn Rippentrop	Vice President, Enterprise and Al
Name	Title/Position
Denver, CO	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees, submitting or preparing	
Interest in the transaction	

Brenna Lenchak	Senior Vice President and Gener
Name	Title/Position
Bethesda, Maryland	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees, submitting or preparing	
Interest in the transaction	

Lesa Morrow	Sales and Sales Operations Man
Name	Title/Position
Ashland, Missouri	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes	
Interest in the transaction	

Amelia Padilla	Consultant/Proposal Specialist
Name	Title/Position
Portland, Oregon	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes	
Interest in the transaction	

Stefan Burden	Sales Director
Name	Title/Position
Toronto, Ontario	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees, submitting or preparing	
Interest in the transaction	

Chuck Hulem	Executive Consultant
Name	Title/Position
Derwood, Maryland	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes	
Interest in the transaction	

Catherine Mazzone	HR Operations Manager
Name	Title/Position
Franklin Park, IL	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes	
Interest in the transaction	

Nicholas Thermenos	Chief Revenue Officer
Name	Title/Position
Boston, Massachusetts	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes	
Interest in the transaction	

Rob Crocker	Chief Financial Officer
Name	Title/Position
Toronto, Ontario	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes	
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: _____ State of incorporation: _____

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

Type of corporation: C Subchapter S

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

If **Yes**, after what date: _____

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: 3/31/2004 State of formation: Delaware

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

GTY Technology Holdings Inc. is the sole member

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: City National Bank

Point of Contact: Bob Johnson

Address: 500 Newport Center Drive #150, Newport Beach, CA 92660

Phone Number: (949) 718-4466

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. Sherpa will provided upon request

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

Business Tax Certificate No.:__ Sherpa will obtain promptly upon intent to award_____ Year

F. PERFORMANCE HISTORY:_____

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

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

Company Name: City and County of San Francisco, California

Contact Name and Phone Number: Theresa Kao, Office of the Controller; Phone: (415) 548-1111

Contact Email: Theresa.kao@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

Contract Date: June 1, 2020

Contract Amount: 3500000

Requirements of Contract: A comprehensive budget solution to serve multi-year base o

Company Name: Ventury County, California

Contact Name and Phone Number: Brian Friedman, Budget and Finance System Adminis

Contact Email: bryan.friedman@ventura.org

Address: 800 S. Victoria Ave, Ventura, CA 93009

Contract Date: August 12, 2020

Contract Amount: 1500000

Requirements of Contract: Implementation of Budget Development processes, Personn

Company Name: City of Phoenix, Arizona (go-live August 2020)

Contact Name and Phone Number: Christopher Fazio, Deputy Director; Phone: (602) 534-1111

Contact Email: christopher.fazio@phoenix.gov

Address: 301 W. Jefferson St., Suite 10, Phoenix, AZ 85003

Contract Date: March 1, 2019

Contract Amount: 3435000

Requirements of Contract: Operating and Capital Budgeting, Salary and Benefit Foreca

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. BUSINESS REPRESENTATION:

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

Yes No

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

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Deloitte Consulting, LLP

Address: 12830 El Camino Real #600, San Diego, CA 92130

Contact Name: John Doyle Phone: (704) 998-9953 Email: Johndoyle@deloitte.

Contractor License No.: 202004051002 DIR Registration No.: PW-LR-10000784389

Sub-Contract Dollar Amount: \$_____ (per year) \$ 322000 (total contract term)

Scope of work subcontractor will perform: Project Management Assistance, Documentation, T

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: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Sherpa and Deloitte will perform the work necessary for implementation of Sherpa Budget in a professional, collaborative, efficient and effective manner to meet the requirements of the City's RFP and achieve the City's objectives.

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.

Nick Thermenos, Chief Rev.	<u>Nick Thermenos</u> Nick Thermenos (Mar 29, 2024 14:50 EDT)	3/29/2024
Name and Title	Signature	Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

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

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

Nicholas Thermenos

Print Name, Title

Nick Thermenos
Nick Thermenos (Mar 29, 2024 14:50 EDT)

Signature

03/29/2024

Date






Sherpa_Appendix C - Tab A_Section 2.3 Contractor Standards Pledge of Compliance Form

Final Audit Report

2024-03-29

Created:	2024-03-29
By:	Lesla Morrow (lesa.morrow@eunasolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXTM5fS1WwlpA6fE8BaNJkppvg0eWSptR

"Sherpa_Appendix C - Tab A_Section 2.3 Contractor Standards Pledge of Compliance Form" History

-  Document created by Lesla Morrow (lesa.morrow@eunasolutions.com)
2024-03-29 - 6:44:12 PM GMT
-  Document emailed to Nick Thermenos (nick.thermenos@eunasolutions.com) for signature
2024-03-29 - 6:44:19 PM GMT
-  Email viewed by Nick Thermenos (nick.thermenos@eunasolutions.com)
2024-03-29 - 6:44:39 PM GMT
-  Document e-signed by Nick Thermenos (nick.thermenos@eunasolutions.com)
Signature Date: 2024-03-29 - 6:50:39 PM GMT - Time Source: server
-  Agreement completed.
2024-03-29 - 6:50:39 PM GMT

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: Sherpa Government Solutions LLC, a GTY Technology Holdings, Inc. company

ADA/DBA: dba Euna Solutions

Address (Corporate Headquarters, where applicable): 363 W. Erie St., Floor 7

City: Chicago County: Cook State: Illinois Zip: 60654

Telephone Number: 1-866-210-6270 Fax Number: _____

Name of Company CEO: Tom Amburgey

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

Address: N/A

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Software and Consulting Type of License: N/A

The Company has appointed: Laura Trent

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: 363 W. Erie St., Floor 7

Telephone Number: (877)707-7755 x4495 Fax Number: _____ Email: HRTeam@eunasolutions.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 GTY Technology Holdings, Inc.
(Firm Name)

Cook, Illinois hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 28 day of June, 2024

Laura Trent
(Authorized Signature)

Laura Trent
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: GTY Technology Holdings, Inc DATE: June 28, 2024

OFFICE(S) or BRANCH(ES): Chicago COUNTY: Cook

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

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

Totals Each Column	1		1		1						11	3	4	
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Grand Total All Employees 21

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: GTY Technology Holdings, Inc. DATE: June 28, 2024

OFFICE(S) or BRANCH(ES): Chicago COUNTY: Cook

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
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- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (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 Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

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

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: GTY Technology Holdings Inc _____

Certified By Laura Trent _____ Title HR Coordinator _____
Name

Laura Trent _____ Date March 19, 2024 _____
Signature

Laura Trent

(Authorized Signature)

Laura Trent

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: GTY Technology Holdings, Inc. _____ DATE: March 19, 2024

OFFICE(S) or BRANCH(ES): Chicago, Maryland, Springfield, Oakville - Canada _____ COUNTY: Cook _____

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		2	1	8	4	1				55	25	2	2
Professional	1	7	7	4	29	19	1	2	1	1	103	56	1	6
A&E, Science, Computer														
Technical														
Sales	1	1		1	1	2	1				18	5	1	1
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	8	9	6	38	25	3	2	1	1	176	87	4	9
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Grand Total All Employees **372** * total of 531. 159 employees declined to self-identify. In Canada, this is not mandatory.

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

OFFICE(S) or BRANCH(ES): Chicago, Maryland, Springfield,
and Oakville - Canada

COUNTY: _____

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

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	(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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories - Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and

Steamfitters

Roofers

All other Construction Trades

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

10090045-24-G_Budgeting & Forecasting System - unsigned

Final Audit Report

2024-12-03

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