

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090138-24-B for  
Municipal Code and Governing Documents Hosting Software**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090138-24-B for Municipal Code and Governing Documents Hosting Software (Contractor).

**RECITALS**

On or about 05/06/2024, The City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide cloud-based software to host the City's Municipal Code and other Governing Documents as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

**1.3 Contract Administrator.** The Office of the City Clerk (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:

Diana Fuentes, City Clerk  
200 C ST, 2<sup>nd</sup> FLR  
619-533-4000  
cityclerk@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 periods. 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 delivery of Goods and Services in accordance with this Contract in an amount not to exceed \$200,000.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** Reserved.

### **ARTICLE V CONTRACT DOCUMENTS**

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

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

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> 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:

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

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

## 2.1 Contract Signature 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

EH CODE PLUS, LLC  
Proposer

77 SUGAR CREEK CENTER BLVD  
Street Address

SUGAR LAND  
City

281-302-5847  
Telephone No.

BRETC@EHCODEPLUS.COM  
E-Mail

BY: Bret C. Keast  
Signature of

Proposer's Authorized Representative

BRET C. KEAST  
Print Name

PRESIDENT  
Title

5/29/24  
Date

CITY OF SAN DIEGO  
A Municipal Corporation

BY: Diana Fuentes  
Diana Fuentes (Jan 21, 2025 12:00 PST)

Print Name:

Diana Fuentes  
~~Director, Purchasing & Contracting~~ so  
~~Department~~ City Clerk

Jan 21, 2025  
Date Signed

Approved as to form this 21 day of  
January, 2025.

MARA W. ELLIOTT, City Attorney so  
HEATHER FERBERT, City Attorney

BY: Hilda Mendoza  
Hilda Mendoza (Jan 21, 2025 12:51 PST)  
Deputy City Attorney

Hilda Mendoza

**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 should be securely bound and 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.** All proposals 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.** Proposer's must list or reference each specific exception they are requesting to the Scope of Work, the Contract, or the Exhibits thereto, including, but not limited to, items for which solutions are not fully compliance with IT City

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

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

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

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

**2.3.** The Contractor Standards Pledge of Compliance Form.

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

**2.5.** Reserved.

**2.6.** Reserved.

**2.7.** Reserved.

**2.8.** Reserved.

**2.9.** Contractor's implementation plan as required in section D of Exhibit B.

**2.10.** Additional Information as required in Exhibit B.

**Tab B - Executive Summary and Responses to Specifications.**

**2.11.** A title page.

**2.12.** A table of contents.

**2.13.** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services, and as further required in Exhibit B, section 2.

**2.14.** Proposer's response to the RFP, including the following attachments completed in their entirety.

**2.14.1.** Attachment 1 - Interrogatories

**2.14.2.** Attachment 2 - IT City Standards and Technical Alignment Questionnaire

2.14.3. Attachment 3 – Technical Requirements

2.14.4. Attachment 4 – Functional Requirements

2.14.5. Attachment 5 – Screenshots of Proposed Solution

- 2.15. An additional, redacted version of Proposer' 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 below in Section 9. Public Records.

**Tab C – Cost/Price Proposal (if applicable).**

- 2.16. Proposers shall submit a cost proposal in the form and format described in Attachment 6 – Cost Proposal. 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 Scope of Work, 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 submit clearly marked redacted version of the proposal at the time of submittal as stated in section 2.14, above.
- 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:

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

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

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

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

**3.6. Evaluation Criteria.** The following elements in Table 1 represent the evaluation criteria that will be considered during the evaluation process:

Table 1. Evaluation Criteria.

<b>CRITERIA</b>	<b>MAXIMUM EVALUATION POINTS</b>
<b>A. Responsiveness to the RFP.</b>	
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary and throughout proposal.	
3. Technical Aspect	<b>25</b>
4. Any exceptions to standard terms and provisions and/or scope of work.	
5. Conformity of the proposed solution to the City Functional and applicable IT City Standard Requirements.	
<b>B. Implementation Plan</b>	
1. Brevity and clarity of plan.	
2. Thorough and comprehensive description of necessary activities.	<b>20</b>
3. Impact on City business.	
4. Project team expertise and clarity of roles and responsibilities.	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	
1. Proposer's previous experience in providing and implementing a Governing Documents Hosting solution.	
2. Previous relationship of Firm and any subcontractors on similar projects.	<b>15</b>
3. Past/Prior Performance.	
4. Capacity/Capability to meet City of San Diego needs in a timely manner.	
5. Reference checks.	
<b>D. Price.</b>	<b>15</b>
<b>E. Mandatory Demonstration/Presentation (pursuant to Section 3.3 above) at no cost to the City.</b>	
1. Software and/or Equipment.	
2. Support Model.	<b>25</b>
3. Real Time Operation.	
4. Thoroughness and Clarity of Presentation.	
<b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
<b>FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:</b>	<b>112</b>

---

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

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

**D. ANNOUNCEMENT OF AWARD**

1. **Award of Contract.** The City will inform all proposers 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 OF INTENT TO AWARD.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Intent to Award letter:

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

6. 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**

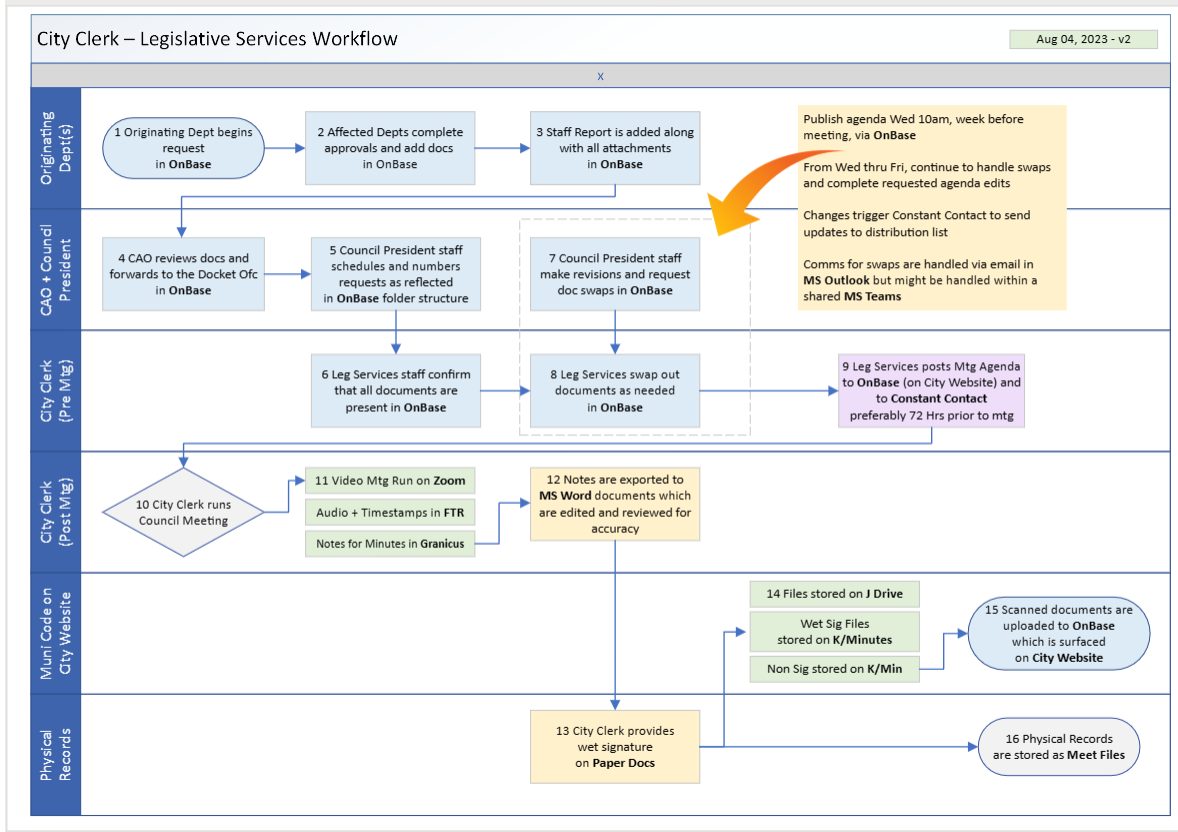
### **A. SPECIFICATIONS**

1. The City, by the Office of the City Clerk, is seeking a Governing Document hosting software solution to effectively present and manage the City's dynamic Municipal Code and other governing documents (Governing Documents), as further described in this Exhibit B, online with functionality to provide accurate information and maximize access to local government to all City stakeholders.
2. The software should provide up-to-date technology to support document hosting, linking between Governing Documents, display of historical documents and versions, search capabilities, display and output capabilities, and translations into multiple languages. Additional requirements are detailed in Attachment 3 – Technical Requirements and Attachment 4 – Functional Requirements to this Contract.

### **B. BACKGROUND**

1. The Office of the City Clerk (Office), Legislative Services Division, provides technical and procedural support to the San Diego City Council (Council). The City Clerk and her department staff ensure the timely posting and distribution of the Council docket and conduct the record-keeping and preservation of the legislative proceedings. The Office also coordinates public hearings and assists the public and City staff.
2. The Office produces the Council docket and records and maintains the official minutes of the Council meetings. It also processes notices of land use changes, such as rezoning, annexations, and street work. The Council docket is posted outside the City Administration Building and on the City's website at [www.sandiego.gov/city-clerk](http://www.sandiego.gov/city-clerk). The Council docket is complete with backup exhibit materials to ensure public access. Each year, Legislative Services Division staff process the actions of the Council, including new laws, deeds, contracts, leases, and permits.
3. As part of the City Clerk's responsibilities, the Office uses a combination of software to collect documents from City departments, manages documents utilized in the Council meetings, and posts all required documents on the City's website. Figure 1 generally demonstrates the document workflow and systems currently utilized in this process.
4. The City has an estimated budget of \$20,000 per year for each year of the contract.

5. Figure 1.



6. The Office does not currently utilize hosting software and only uploads PDF files online. It currently does not have document workflow capabilities, requiring cumbersome manual processes for the Office to manage all incoming documents and post them online for public viewing based on multiple regulations per document type.

C. SPECIFICATIONS

1. The City will only consider Proposals for a cloud-based Software as a Service (“SaaS”) solution (Solution). Proposed Solution must be able to integrate and/or interface with other City instrument and software systems. Proposers are encouraged to identify in their proposals which characteristics of, and why, their particular Solution is best suited to the needs of the City of San Diego. The timeline for implementation should be no more than 9 months from the Effective Date of the Contract.

2. Executive Summary

- 2.1. Describe the Proposer’s skill, knowledge, background and experience with setting up software solutions for municipal code and legal document management, web hosting, and accessibility functions.
- 2.2. Include a statement of approach to the work, demonstrating a strong understanding of the project’s goals and objectives.
- 2.3. Include one primary point-of-contact with the name, title, address, telephone, and email to whom all future correspondence will be directed.

3. Management Approach

- 3.1.** Attachment 1 - Interrogatories requires Proposers to provide a project plan for the milestone-based fixed-price delivery of the implementation services. Proposer's response to the requirements in Attachment 1 must include, but not be limited to, the following:
- 3.1.1.** Provide a description of the proposal and implementation team(s) who will be assigned to this project (Project Team) including applicable background and expertise that makes this team the best fit for the job and the City. Provide an organizational chart of the Proposer indicating lines of authority and relationships to other functions of the Project Team.
  - 3.1.2.** Describe how the Project Team will ensure execution and quality assurance for the performance of the product, service delivery and implementation processes.
  - 3.1.3.** Describe the implementation plan including major tasks/milestones, the steps involved and the estimated timelines for each major milestone and each subtask date. The implementation plan must include a timeline that does not exceed 12-months and should include distinct deliverables every 30 days.
  - 3.1.4.** Implementation plan must include, at a minimum, the following:
    - System Installation, Configuration, and Customization
    - Training
    - Test Planning and Execution
    - System Interface Design and Support
    - System Roll-out and Support
    - On-going Support Information
    - Data and Document Management (Uploading, Conversion, Versioning of prior historical documents)

#### **4. Functional Requirements**

- 4.1.** The City has provided Attachment 4 - Functional Requirements Matrix for the Solution. Proposers should carefully review and complete Attachment 4 to include with their submittal; responses to all Functional specifications are required. The City expects and requires that the Proposer's solution meet all of the mandatory requirements for functional areas 1 -6: 1 - Compliance, 2 - Display, 3 - Search and Output, 4 - Scope, 5 - Access, 6 Functionality (either directly off-the-shelf or with easily sustainable customizations or modifications). The City does not expect that a single solution will meet all of the highly desirable 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.
- 4.2.** All requirements identified with a "Fully Compliant" response shall be assumed to be available in an 'off-the-shelf' 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. Proposer must describe how the proposed solution is fully compliant.

- 4.3. All mandatory requirements identified with a “Partially Compliant” response shall require further explanation from the Proposer in the “Comments” section on how they will make it fully compliant at no cost to the City. If the Proposer fails to provide an accompanying elaboration for the “Partially Compliant” status, the City shall consider the requirement to be “Not Compliant”.
  - 4.4. All highly desirable requirements identified with a “Partially Compliant” response shall require further explanation from the Proposer in the “Comments” section. If there are costs associated with making the requirement fully compliant, Proposer must provide the associated details and costs, including a timeline. If the Proposer fails to provide an accompanying elaboration for the “Partially Compliant” status, the City shall consider the requirement to be “Not Compliant”.
  - 4.5. City will interpret all requirements identified by Proposer with a “Not Compliant” response to mean that the Proposer cannot or will not be able to meet this requirement without further customization or development of their product.
  - 4.6. Any “Not Compliant” responses or responses considered not compliant for failure to provide accompanying elaboration for requirements specifically designated as “Mandatory” shall result in the proposal being deemed non-responsive .
- 5. Pre/Post Go Live Support**
- 5.1. Software maintenance (including patches and upgrades) and warranties.
  - 5.2. Enhanced technical support during project stabilization and on-going.
  - 5.3. Complete user, administrative, technical, and training documentation as well as provide in-person end-use training (in San Diego, CA).
  - 5.4. Complete data and document migration.
- 6. IT Governance Requirements**
- 6.1. The City provides a description of its technology environment and minimum standards in Attachment 3 - Technical Requirements , which Proposers must complete in its entirety to include in their submittal. Proposers must describe in detail how their proposed solution complies with each minimum standard and any and all areas where their proposed solution will not comply or meet these minimum standards. If a standard is not applicable, that must also be noted. A response stating simply that the solution complies with the minimum standard without an explanation of how specifically it complies, would be unacceptable and deem the proposal non-responsive.
  - 6.2. Proposers are expected to meet City’s Department of Information Technology (City IT) base requirements at a minimum for compatibility at the enterprise level as listed in Attachment 3 - Technical Requirements. Proposals that do not comply with City IT standards as listed in Attachment 2 - IT City Standards shall be deemed non-responsive.

**7. Cost Proposal**



- 7.1. Proposers shall submit a cost proposal in the form and format of Attachment 6 – Cost Proposal. Failure to provide cost(s) in the form and format requested will result in the proposal deemed non-responsive. Any discounts offered for future purchase can be shown as separate items.

#### D. IMPLEMENTATION

1. Proposers must submit an implementation plan, with their submittal to the RFP and propose necessary project milestones with commensurate and reasonable milestone payments, and reasonable deliverable acceptance criteria; the City will ‘holdback’ 20% of the implementation costs, to be paid to the Contractor upon 30-days post the mutually-accepted ‘first user live’ date in a production environment. Software subscription services, or annual support and maintenance services purchased as a result of this solicitation will be invoiced annually, up-front. In the event that the Contract is terminated, the Contractor will refund the City the pro-rated unused portion of the subscription or support and maintenance services.
2. The implementation plan must include all necessary activities, including development, ingestion of City documents (current and historical versions of municipal code sections), proof of operation, test, user-acceptance and roll-out into a production environment.
3. Any subscriptions or maintenance agreements procured as a result of this solicitation will not commence until user-acceptance is performed and signed-off by the City.

#### E. MINIMUM SERVICE LEVEL REQUIREMENTS

1. **Remote Helpdesk Staff – Support Services.** The Contractor will provide help desk support regarding how to use the application (Tier One) and help desk support regarding more complex problems not easily solved by Tier One support (Tier Two). Tier One and Tier Two support will remotely utilize existing resources to address all software related user questions and provide remote diagnostics. Tier One and Tier Two support must be available Monday through Friday, 8:00 a.m. to 6:00 p.m. (PT), excluding federal holidays.
2. **Training.** Contractor will provide the following training:
  - 2.1. Virtual training via Teams or Zoom
  - 2.2. Optional local on-site training in a City classroom or City conference room
  - 2.3. Training course options to ensure efficient and accurate use by City staff. For example, software navigation overview, all reporting capabilities, setting up alerts, data entry, billing functions, and account management.
  - 2.4. Provide training documentation and comprehensive user guides. Quick reference guides encouraged.
3. **Uptime Availability.** Proposer warrants that the Solution will be accessible by the City at least 99.9% (Uptime Availability) of each calendar month throughout the duration of the Contract.
  - 3.1. **Uptime Availability Remuneration.** Whenever Contractor fails to meet the Uptime Availability service level described above, then City is entitled to claim the following prorated service credits against the annual Subscription Fee (as shown in Attachment 6 – Cost Proposal):

≥ 99.7% but <99.9% = 10% of prorated monthly Subscription Fee.

≥ 99.5% but <99.7% = 15% of prorated monthly Subscription Fee.  
< 99.5% = 25% of prorated monthly Subscription Fee.

**3.2. Service Credits Calculation.** Uptime Availability will be calculated monthly by Contractor and such calculation will be deemed binding on the parties in absence of manifest error.

**3.2.1.** Uptime availability is calculated based on the following formula:

$$UA = (T - M - D) / (T - M) \times 100\%$$

Where: UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes, and D = Downtime Minutes.

**3.2.2.** When calculating any service level, any failure to meet the service level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the service level:

Scheduled Maintenance;

Any of City's Content and Software;

Any unlawful, negligent or willful act or omission by City, City's agents, contractors, or invitees and

Any Force Majeure event.

**3.3. Scheduled Maintenance.** Before scheduling any system maintenance, Proposer will inquire with the City about the timing and only schedule the maintenance upon reaching agreement with the City about the maintenance time and duration.

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

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

**3.6. Application Recovery.** Contractor will provide the following recovery services: Hosting Infrastructure and environment recovery processes; Application recovery processes; and Offsite data backup storage and periodic testing of data backups.

**3.7. Network Services.** Contractor is responsible for providing adequate network infrastructure to meet the performance metrics specified in this Contract.

**4. ADDITIONAL INSURANCE:** In addition to the insurance required in Article VII, Indemnification and Insurance, of Exhibit C to this Contract, Contractor shall procure and maintain for the duration of the Contract the following:

**4.1.** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- 4.2. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work under this Contract, with limits not less than \$2,000,000 per occurrence/\$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties.

#### **F. RFP ATTACHMENTS**

1. Proposers shall submit each attachment to this Exhibit B completed by Proposer in its entirety or a proposal will be considered non-responsive and rejected.
  - 1.1. Attachment 1 - Interrogatories
  - 1.2. Attachment 2 - IT City Standards and Technical Alignment Questionnaire
  - 1.3. Attachment 3 - Technical Requirements
  - 1.4. Attachment 4 - Functional Requirements
  - 1.5. Attachment 5 - Screenshots of Proposed Solution
  - 1.6. Attachment 6 - Cost Proposal

- G. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**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 10<sup>th</sup> 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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.



Response | **Municipal Code and  
Governing Documents Hosting  
Software**



**San Diego, CA**



**Point of Contact:**  
**Bret Keast**  
**bret@kendigkeast.com**  
**June 11, 2024**

**P:** 1.800.381.9286  
**E:** info@enCodePlus.com  
**ENCODEPLUS.COM**

# Response | San Diego, California

Municipal Code and Governing Documents  
Hosting Software



## TAB A – Submission of Information and Forms

Per Exhibit A, Proposal Submission and Requirements, Tab A – Submission of Information and Forms, the following forms are included:

<b>RFP Section</b>	<b>Page</b>
2.1 Contract Signature Page (Form)	A.2
2.2 Exceptions	A.3
2.3 Contractor Standards Pledge of Compliance Form	A.7
2.4 Equal Opportunity Contracting Forms	A.19
2.5 Reserved	A.23
2.6 Reserved	A.23
2.7 Reserved	A.23
2.8 Reserved	A.23
2.9 Implementation Plan	following A.23

## 2.2 Exceptions

*Factual and Legal Justification.* According to the specifications of the RFP, the city will only consider Proposals for a cloud-based Software as a Service (“SaaS”) solution. The enCodePlus solution is proprietary software whereby the Licensed Technology constitutes a commercially valuable, confidential product of the Contractor, the design and development of which reflects a considerable effort on the part of skilled development professionals and the investment of considerable time and money. Furthermore, the Licensed Technology contains substantial Trade Secrets, which would be entrusted to the City for use only as expressly authorized under this Contract. As the Contractor, enCodePlus, LLC claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in all Licensed Technology as restricted, unpublished works.

*Proposed Alternative or Amended Language.* Following is the language included in our Standard License Agreement. EnCodePlus, LLC, respectfully requests that such language, or language that is substantially similar and meets the same spirit and intent, be included in the General Contract Terms and Provisions Applicable to Goods, Services and Consultant Contracts.

- **“Licensed Technology.** This is a Contract between Contractor and City, with a term beginning on the Effective Date and ending on the five-year anniversary, unless extended by written amendment. Contractor grants City a non-transferable, non-exclusive, limited, non-assignable, and non-sublicensable right to use the Licensed Technology covered by this Contract pursuant to the terms of this Contract including payment of all applicable Fees. This right to use and access the Licensed Technology is for unlimited concurrent use for City governmental purposes, including on- and off-site access. This License gives only certain rights to City. All other rights are reserved to Contractor.”
- **“Scope of Use.** City acknowledges and agrees that the Licensed Technology (defined as Contractor’s proprietary software, programs or documentation or any third-party software or other intellectual property or documentation provided to allow the City to access and utilize the Licensed Technology in conformance with this Contract or to make the Licensed Technology available to the City over the Internet) is furnished to City for the sole use of City during the term of this Contract. City shall use the Licensed Technology only for City’s own internal purposes and shall not, without the prior written approval of Contractor, either allow any third party (i.e., other than employees who have a “need to know” the same in furtherance of City’s own internal purposes and are legally obligated to preserve and protect the secrecy thereof) to obtain the Licensed Technology or allow any use of the Licensed Technology for the benefit of any third party other than strictly for City’s own internal purposes.”

- **“Limitations on Use of Software.** City must not:
  - Reverse engineer, reverse assemble, decompile or disassemble the Software, or otherwise attempt to derive source code from the Software or any component thereof;
  - Publish or distribute materials for which City does not have intellectual property rights, or which are outside of the scope of this License;
  - Access the server-side programs and source code upon which the Software is based, except to use the Internet-based interfaces provided by Contractor, and except for the HTML and browser-based script code that the server-side programs generate and deliver to end-users;
  - Alter the functionality of the software including by composition or injection of unapproved software or services;
  - Copy, reproduce, modify, sell, lease, sub-license, market, or commercially exploit in any way the Software or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Contract; and
  - Use, or permit the use of, the Software except within the scope of use set out in this contract. City agrees that it shall not provide access to or perform services for third parties using the Software including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.”
  
- **“Acknowledgement of Proprietary Rights.”**
  - “City acknowledges that Contractor holds all right, title, and interest in and to the Licensed Technology, including all materials, media and copies thereof, and including all intellectual property rights (trade secrets and copyrights) pertaining thereto, and that this Contract (“Contract”) conveys to City only a limited right to use the Licensed Technology. Such right is fully revocable in accordance with the provisions of this Contract. City agrees that, except for such right of use, it shall not assert any right, title, or interest in or to the Licensed Technology.”
  - “City acknowledges that the Licensed Technology constitutes commercially valuable, proprietary, confidential products of Contractor, the design and development of which reflect a considerable effort on the part of skilled development professionals and the investment of considerable time and money. City further acknowledges that the Licensed Technology contains substantial Trade Secrets of Contractor, which have been entrusted to City for use only as expressly authorized under this Contract. As used herein, Trade Secrets mean and include any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that its confidentiality affords Contractor a competitive advantage over its

competitors). Trade Secrets include (without limitation) the source code, system design and specifications, command structure, algorithms, and input and output formats pertaining to the License Programs. Trade Secrets do not include, however, any data or information that (i) is generally known to the public, (ii) has been or is disclosed to City as a matter of right and without restriction by a third party who has lawfully obtained such data or information without obligation to Contractor, (iii) is independently developed by City without reliance in any way on the Licensed technology, or (iv) is approved for unrestricted publication by Contractor at any time. If required by order of any government authority, City may disclose to such authority data, information, or materials pertaining to or involving the Licensed Technology only to the extent required by such order, provided that City shall first have used its best efforts, in cooperation with Contractor, to obtain a protective order reasonably satisfactory to Contractor and sufficient to maintain the confidentiality of such data, information, or materials.”

- “Contractor claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in all Licensed Technology as restricted, unpublished works.”
- “With the exception of “confidential records”, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Confidential records are to be kept confidential, “unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information”. Among the public records which are considered confidential are the following:
  - o Trade secrets which are recognized and protected as such by law.
  - o Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.
- “If a request is made by a member of the public to examine the Licensed Technology and related records, including the portion or portions thereof for which a confidentiality request has been made by this Contract, the City will so notify the Contractor and will keep confidential the Licensed Technology and related records, pending action by the Contractor requesting confidentiality to defend its request. In that notification, the Contractor requesting confidentiality will be given not more than 10 calendar days within which to file suit seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of the Licensed Technology and related records. Absent such action by Contractor requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the Licensed Technology and related records confidential, said information will be released for public examination. Contractor shall be responsible for all costs relating to a declaratory judgment or injunctive action, including

the payment of any damages assessed and attorney fees and litigation expenses awarded.”

▪ **“Restrictions on Use and Copying.”**

- “City shall devote its best efforts, consistent with the practices and procedures under which it protects its own most valuable proprietary information and materials, to protect the Licensed Technology against any unauthorized or unlawful use, disclosure, dissemination, or copying.”
- “City shall not, at any time, disclose or disseminate the Licensed Technology (including any extract, copy, adaptation, or transcription thereof), or the Trade Secrets embodied therein, whether in whole or in part, to any employee, consultant, contractor, or other person who does not have a need to know and obtain access thereto in order to give effect to the rights granted to City under this Contract, in order to maintain the proprietary and confidential nature of such materials and to limit use and copying thereof and access thereto as required by the terms of this Contract. City shall require any persons authorized to have access to the Licensed Technology to accept the terms and conditions of such access.”
- “City shall make no hard copies of the Licensed Technology.”
- “Under no circumstances may City decompile, reverse engineer, or “unlock” (as the term is generally used in the industry) the Licensed Technology.”

▪ **“Ownership of Content.”**

- “City is the sole owner of all documents and information provided by City that will be accessed by City and others through use of the Software. Nothing in this Contract grants Contractor any interest in said documents and information and the City has the sole rights to use and to authorize others to use the documents and information regardless of whether this Contract remains in effect.”
- “Contractor may post “terms of service” on web pages that are used to access the Software, which may disclaim: (1) any interest of Contractor in City’s contents; (2) any liability for use of Contractor’s contents; and (3) any damages that may occur due to malware, viruses, or other malicious code that may be accessible through City’s content.”
- “Contractor will not charge for public access to City’s content. However, Contractor may develop fee-based services, such as automatic notification of code updates. If Contractor develops such services, they will be considered a “major upgrade,” and Contractor will negotiate with City with respect to pricing and distribution of proceeds.”

- **“Survival of Obligations.** City’s obligations identified in this Contract shall survive the termination of the Contract and remain in effect for so long as Contractor is entitled to protection of its rights in the Licensed Technology under applicable law.”



## 2.3 Contractor Standards Pledge of Compliance Form

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

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

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

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

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

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Municipal Code and Governing Documents Hosting Software

**B. BIDDER/PROPOSER INFORMATION:**

enCodePlus, LLC

Legal Name	Sugar Land	DBA	
77 Sugar Creek Center Boulevard, Suite 800		Texas	77478
Street Address	City	State	Zip
Bret Keast	(281) 989-8792		
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.

Bret Keast	President
Name	Title/Position
Sugar Land, Texas	
City and State of Residence	Employer (if different than Bidder/Proposer)
Company owner, contract management and project oversight.	
Interest in the transaction	
Sharon Cadena	Director of Operations
Name	Title/Position
Lubbock, Texas	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project director, task delegation, schedule management, quality control and primary point of contact.	
Interest in the transaction	
Alexys Irwin	Lead Codifier
Name	Title/Position
Tyler, Texas	
City and State of Residence	Employer (if different than Bidder/Proposer)
Management of codification process, legislative documentation, web publishing and archiving and client contact	
Interest in the transaction	
Marcela Martinez	Client and Task Manager
Name	Title/Position
Lincoln, Nebraska	
City and State of Residence	Employer (if different than Bidder/Proposer)
Client relationship, technical liaison and task and schedule management.	
Interest in the transaction	
Sean Brennan	Software Development
Name	Title/Position
Pittsburgh, Pennsylvania	
City and State of Residence	Employer (if different than Bidder/Proposer)
Technical support, issue resolution and software customization.	
Interest in the transaction	
Genevieve Nelson	Assistant Developer
Name	Title/Position
Ocean Township, NJ	
City and State of Residence	Employer (if different than Bidder/Proposer)
Technical support, issue resolution and software customization.	
Interest in the transaction	



Vanessa Otero	Designer
Name	Title/Position
Seattle, WA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Site design and development	
Interest in the transaction	

Laurie Barnes	Build Associate
Name	Title/Position
Sugar Land, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
Content transfer	
Interest in the transaction	

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

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

If Yes, attach proof of status to this submission.

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

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

Corporation Date incorporated: \_\_\_\_\_ 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: 03/13/2013 State of formation: Texas

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

Bret Keast, President, 77 Sugar Creek Center Boulevard, Ste. 600, Sugar Land, Texas 77478  
 \_\_\_\_\_  
 Kim Keast, Vice President, 77 Sugar Creek Center Boulevard, Ste. 600, Sugar Land, Texas 77478  
 \_\_\_\_\_  
 \_\_\_\_\_

**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: First Citizens Bank

Point of Contact: Jessica Ordonez

Address: 1295 Highway 6 South, Sugar Land, Texas 77478

Phone Number: (281) 325-6400

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

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

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

Business Tax Certificate No.: n/a Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

7. Performance References:

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

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

Company Name: Fairfax County, Virginia

Contact Name and Phone Number: Casey Judge 703.324.1314  
Contact Email: casey.judge@fairfaxcounty.gov  
Address: 12000 Government Center Parkway, Ste 427 Fairfax, VA 22035  
Contract Date: December 21, 2020  
Contract Amount: \$ 146,310.00  
Requirements of Contract: Hosting, codification, archiving and support  
  
Company Name: Travis County, Texas  
Contact Name and Phone Number: Lynn Woods 512.854.9066  
Contact Email: Lynn.Woods@traviscountytexas.gov  
Address: 700 Lavaca Suite 800, Austin, TX 78701  
Contract Date: August 21, 2019  
Contract Amount: \$ 60,250.00  
Requirements of Contract: Hosting, codification, archiving, cloud library and training  
  
Company Name: Savannah, Georgia  
Contact Name and Phone Number: Mark Massey  
Contact Email: mmassey@savannahga.gov  
Address: 2 East Bay Street, Savannah, GA 31401  
Contract Date: May 1, 2019  
Contract Amount: \$ 194,410.00  
Requirements of Contract: Hosting, codification, archiving, training and zoning tools

**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: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

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

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

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

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

Company Name: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

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

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

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

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

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

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



**Complete all questions and sign below.**

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

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

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

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

<b>Bret Keast, President</b>	<b>Bret C Keast</b> <small>Digitally signed by Bret C Keast Date: 2024.05.22 13:41:01 +0200</small>	<b>May 22, 2024</b>
_____ 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.

No additional information is needed other than response to all of the above questions.

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.

**Bret Keast, President**

Print Name, Title

**Bret C Keast**

Signature

Digitally signed by Bret C Keast  
Date: 2024.05.22 13:46:31  
-05'00'

**05.22.24**

Date

## 2.4 Equal Opportunity Contracting Forms

### 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: ENCODEPLUS, LLC

Certified By BRET C KEAST Name Title PRESIDENT

Bret Keast Signature Date 5/29/24



**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: ENCODEPLUS, LLC

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 77 SUGAR CREEK CENTER BLD, SUITE 600

City: SUGAR LAND County: FORT BEND State: TEXAS Zip: 77478

Telephone Number: 281.302.5847 Fax Number: —

Name of Company CEO: BRET C. KEAST

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: SAAS CODE MANAGEMENT Type of License: \_\_\_\_\_

The Company has appointed: KIM KEAST

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

Address: 77 SUGAR CREEK CENTER BLD #600 SUGAR LAND, TX 77478

Telephone Number: 832.723.1542 Fax Number: — Email: KIM@ENCODEPLUS.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 ENCODEPLUS, LLC  
(Firm Name)

FORT BEND, TEXAS hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 10 day of JUNE, 2024

[Signature]  
(Authorized Signature)

KIMBERLY A. KEAST  
(Print Authorized Signature Name)

**WORK FORCE REPORT -- Page 2**

NAME OF FIRM: ENCODEPLUS, LLC DATE: 6/10/24  
 OFFICE(S) or BRANCH(ES): SUGAR LAND, TEXAS COUNTY: FORT BEND

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

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

Totals Each Column				2								2	7	
--------------------	--	--	--	---	--	--	--	--	--	--	--	---	---	--

Grand Total All Employees 11

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

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

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

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

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

**Grand Total All Employees**

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

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

## **2.5 – 2.8 Reserved**

### **2.9 Implementation Plan**

Per the City's request, the Project Plan is included in a single, separate pdf file.

## Response | San Diego, California

Municipal Code and Governing Documents  
Hosting Software



## PROJECT PLAN

### Management Approach

EnCodePlus applies a carefully considered approach to project management to ensure that our work conforms to the technical requirements of the assignment and adheres to professional standards of performance. This is achieved through a keen understanding of the project needs and objectives, a clear and detailed scope of services, an adequate project budget, an attainable project schedule, meaningful and regular client-consultant communications, and prompt identification and resolution of any project difficulties or delays that may arise.

### Availability

The enCodePlus Project Team is available to respond to the City's needs and would be able to initiate work on the design, build and hosting of the Municipal Code and Governing Documents immediately following selection and authorization to proceed. Our principals and other key project staff have sufficient time to commit to this project to meet – or beat – the established nine-month timeline set out within this City's Request for Proposal. Our other project commitments are carefully coordinated and monitored, allowing us to develop a schedule for this project that will be strictly followed and maintained.

### Organization and Management

We build into each of our consulting assignments a consistent and carefully considered organization and management approach. This approach involves a variety of administrative activities to be conducted by the firm principals to ensure efficient, effective, timely, economical, and professional delivery of project results that are of exceptional quality and of practical use by our clients. The primary project management objectives for this project are:

- **Cost Control** – Continuously track project expenditures versus the projected level of effort.
- **Schedule Adherence** – Identify and track critical path activities and anticipate any schedule concerns and the steps to address and resolve them.
- **Quality Assurance** – Systematically review ongoing processes and project deliverables to ensure the highest quality.



## Quality Assurance / Quality Control

EnCodePlus applies a QA/QC process to ensure consistency and the highest quality in our draft and final work products. This process is based on the following principles:

- Direct and ultimate responsibility for QA/QC assigned to the Project Manager – who establishes an overall QA plan and framework – with the assistance of the Project Lead; although this responsibility is shared by every member of the project team involved;
- A customized and easily implemented QA/QC strategy with defined QC checkpoints built-in to every work process, e.g. deadline monitoring, cross checking of pending deliverables and independent validation quality;
- A system of peer review and feedback resulting in the incorporation and verification of corrections;
- An openness among staff to constructive criticism and a shared philosophy that inspires unending pursuit of excellence through continuous improvement;
- Continuous monitoring of QA/QC implementation and desired results, particularly to eliminate recurrent problems affecting multiple work tasks; and,
- Accountability for quality shortcomings and inadequate project oversight.



In addition to ensuring that our work conforms to technical requirements and professional standards of performance, our ultimate QA/QC objective is your satisfaction.

## Project Team

The team assembled for this project have the requisite expertise best-suited to this project in terms of credentials and experience. For our key personnel, we have chosen individuals with the proper certifications, education, and credentials; with specific experience in setting up software solutions for municipal code and legal document management, web hosting, and accessibility functions. All of our staff have managed multiple of project assignments of this or greater magnitude.

### President | **BRET C. KEAST, AICP**



Bret is the Principal-in-Charge who oversees all implementations of the software system. Bret is also the CEO of enCodePlus' parent company, Kendig Keast Collaborative. Mr. Keast brings 35 years of experience in community planning and zoning, including software innovations for local governments of all sizes. He is a graduate of Iowa State University with a B.S. in Community and Regional Planning, a second degree in Communications, and a specialty in Architecture. His Master of Urban Planning (MUP) degree is from the University of Kansas. Bret has written, codified, and published more than 200 municipal and county codes and zoning and land development ordinances for towns, cities and counties across the U.S.

### Operations Manager | **SHARON CADENA**



Sharon is a multi-faceted graphic design and software specialist. In addition to print layout and design work, Sharon coordinates design work across various digital media and platforms. With her knowledge of web-based languages (i.e. HTML, CSS), she is responsible for designing and customizing web templates, illustrations, complex tables, and information on the client sites for enCodePlus. By nature, she is a gifted teacher and a clever problem-solver, which serves her well in technical sessions with our clients.

### Lead Build Associate | **ALEXYS IRWIN**



Alexys is a skilled document editor with excellent attention to detail. She is enCodePlus' primary codifier, ensuring that new amendments are added to published documents in an accurate and timely manner. She also leads the calculator team, processing data for inclusion in development calculators for client portals and managing tasks for the other members of the team. In addition, she assists with certain GIS features, document formatting, troubleshooting, and many other tasks. She holds a B.A. in English from the University of Mary Washington in Fredericksburg, VA.

### Client Manager | **MARCELA MARTINEZ**



Marcela comes to enCodePlus with over eight years of experience in direct client interactions in business and consumer education. She is skilled in developing long-term client relationships through consistency and transparency. She is responsible for client outreach and is a primary point of contact for enCodePlus clients. In addition, she manages the delegation of tasks to enCodePlus team members. Marcela earned a B.A. in Business Administration with a specialization in marketing in 2021 and is currently on track to graduate in 2023 with her Masters in Management with an emphasis in project management.

### Designer | **VANESSA OTERO**



Vanessa is a talented web and graphic designer, as well as frontend developer. With her knowledge of web-based languages (i.e HTML, CSS), she prepares client sites for initial launch, customizes templates, designs custom calculators and helps the team with assorted project tasks and troubleshooting. On top of the web-based languages, she is also a master of Adobe Photoshop, Illustrator, InDesign and Xd, with which she uses to create the majority of designs and customizations.

### Developer | **SEAN BRENNAN**



Sean is a software developer for the firm. Sean is responsible for the development and implementation of new features, web design, regulation calculators, site administration, software testing, and technical support. Sean has over 20 years of experience designing, developing, and maintaining adaptable systems for a variety of organizations.

### Assistant Developer | **GENEVIEVE NELSON**



Genevieve is the associate software developer for the firm. Her education consists of the University of New Haven and Rutgers University specializing in full-stack web and software development. Genevieve's responsibilities include calculator programming, software testing, site administration, implementing web designs, and much more. Genevieve enjoys being able to be both creative and technically-minded with her work.

### Build Associate | **Laurie Barnes**



Laurie is a vital member of the enCodePlus support team. She helps processing client files to prepare the documents for import to the platform, performing quality control reviews and aiding assistance in the site finalization details. She also manages expansion of our Definition Library.

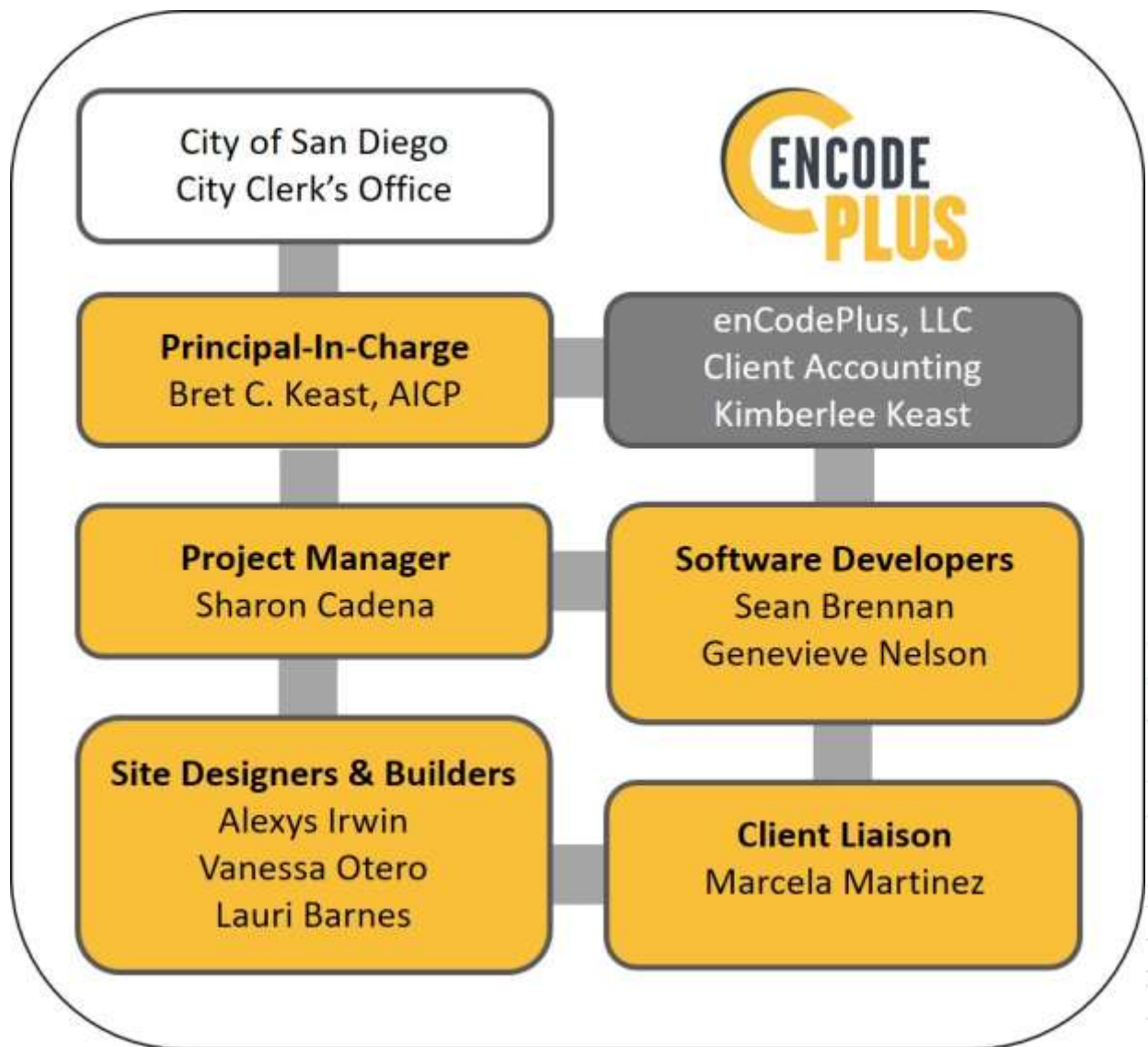
### Business Manager | **KIMBERLEE KEAST**



Kim has a bachelor's degree from Iowa State University in Industrial Engineering with a master's degree in Finance from the University of Missouri – Kansas City. Kim is responsible for all project progress reporting and scheduling. She administers the firm's client billings, employee payroll, fiscal accounting, vendor account management, staff scheduling, and human resource and business office management. Kim also assists staff in preparing project proposals and provides quality control assistance with firm documents and submittals.

## Roles of the Project Team

As owner and president, Bret C. Keast oversees the quality, timing and client satisfaction for every project. Sharon Cadena is the Operations Manager who manages the project team and coordinates directly with the City's Project Director. Sharon is responsible for adhering to the project schedule and budget and implementing our QA/QC process. Sharon directs our site designers and builders as well as the software developers for standard and custom coding. Marcela Martinez will maintain client relations during the build process and regularly thereafter.



## Roles of the City

The steps in the implementation process involving site design and configuration, document preparation and migration, codification and web publishing are turn-key. As a result, the time required of city staff is focused on the following tasks:



- *Fulfill Data Requests.* Provide the data and information requested by enCodePlus (outlined in the implementation plan below);
- *Design Approval.* Review, provide comment and approve the system interface design mocked up by the enCodePlus site and communication design team;
- *Post Build Codification.* Verify the most recent date of each chapter of the Municipal Code and identify and track all ordinances that are adopted between the date of authorization to proceed and the project completion date;
- *Draft Approval.* Review and provide written acceptance of the administrative draft of the City Charter and Municipal Code; and
- *Final Approval and Roll-Out.* Authorize the roll-out of the online, interactive code following the testing and training phases.

### City Staff Time Commitment

To facilitate an efficient review process, the City Charter and Municipal Code would be produced and delivered on an iterative manner. Following delivery and approval of the System Interface (Site) Design, the City Charter and Municipal Code would include two deliverables. Each deliverable would be provided within 30 days, meaning **the City Charter and Municipal Code would be delivered in 90 days.**

The estimate of hours for city staff to review each deliverable to confirm the contents, organization, structure, format and legislative documentation is shown in the far-right column. In all, 55 hours of staff time is expected over the course of two months. This represents 16% of the total monthly work hours, or 3.5 days each month for an individual staff person. The Data and Document Management phase delivers a high-fidelity product requiring minimal time to review. Of course, this estimate may increase or decrease depending on the level of effort invested by city staff.

### City Charter and Municipal Code (Chapters 1 through 15)

#### Deliverables

	<u>Pages</u>	<u>Est. Staff Hours<sup>1</sup></u>
<b>Deliverable No. 1 (30 days)</b>	<b>2,905</b>	<b>30 hrs.</b>
○ City Charter (Articles I through XVI)	134	
○ Chapter 01, General Provisions	64	
○ Chapter 02, Government	958	
○ Chapter 03, Business Regulations, Business Taxes...	348	
○ Chapter 04, Health and Sanitation	163	
○ Chapter 05, Public Safety, Morals and Welfare	376	
○ Chapter 06, Public Works and Property...	597	
○ Chapter 07, Public Utilities and Transportation	16	
○ Chapter 08, Traffic and Vehicles	119	
○ Chapter 09, Building, Housing and Sign Regulations	130	

<sup>1</sup> The time estimates are based on a rate of approximately 100 pages per hour.


<u>Deliverables</u>	<u>Pages</u>	<u>Est. Staff Hours<sup>2</sup></u>
<b>Deliverable No. 2 (30 days)</b>	<b>2,424</b>	<b>25 hrs.</b>
○ Chapter 10, Planning and Zoning	8	
○ Chapter 11, Land Development Procedures	137	
○ Chapter 12, Land Development Reviews	292	
○ Chapter 13, Zones	452	
○ Chapter 14, General Regulations	913	
○ Chapter 15, Planned Districts	622	

### **Municipal Code (Historical Ordinances)**

There are 61,432 pages of historical ordinances. These ordinances would be stored securely in the cloud. Each PDF would be uploaded in a searchable format to the cloud library and organized in a manner similar to the way they're now presented by the city.

**Optional Digital Record:** On an Add-Alternate basis, each ordinance may be migrated to the enCodePlus digital database thereby building a fully searchable and codified electronic record dating back to the earliest ordinance on record. While this is a time consuming and more costly task, it would afford:

1. Comprehensive search across all years;
2. Section footnotes and hyperlinks to all historic and current ordinances;
3. Research and retrieval by ordinance and year; and
4. An electronic historic archive.



EnCodePlus developed a historic archive for Beaverton, OR dating to October 20, 1978.

<https://online.encodeplus.com/regs/beaverton-or/archivedialog.aspx>

If the city elects use of the Cloud Library to store the historical ordinances, this would be accomplished in Month 3 of the build process. The Digital Record Option would necessitate phasing over the five-year term or in alignment with the required budget.

### **Recommended Team Structure and Key Functions**

The Data and Document Management and Test Planning and Execution phases of work would be a collaborative effort between the City and Consultant. The proposed structure of the City-Consultant Team needed to implement the scope of the project is shown in the following table. These individuals may or may not be involved in each task.

<sup>2</sup> The time estimates are based on a rate of approximately 100 pages per hour.

Task	Expected Staff Involvement by Task	
	enCodePlus	City of San Diego
<b>System Installation, Configuration and Customization</b>	Operations Manager Client Manager Designer	City Clerk Communications Development Services Information Technology
<b>System Interface Design and Support</b>	Operations Manager Web Developer Designer	City Clerk Communications Information Technology
<b>Data and Document Management</b>	Operations Manager Lead Build Associate Web Developer	City Clerk Records Management Administrative Support
<b>Test Planning and Execution</b>	Lead Build Associate Assistant Developer	City Clerk Information Technology
<b>Training</b>	Operations Manager	Registered Password-Protected Users
<b>System Roll-Out and Support</b>	Operations Manager Web Developer	City Clerk Communications Information Technology
<b>Ongoing Support Information</b>	Operations Manager Lead Build Associate Web Developer	City Clerk Registered Password-Protected Users

## Implementation Plan

Our approach for successfully completing the scope of services outlined in the RFP is organized in the following tasks:

1. System Installation, Configuration and Customization
2. System Interface Design and Support
3. Data and Document Management
4. Test Planning and Execution
5. Training
6. System Roll-Out and Support
7. Ongoing Support Information



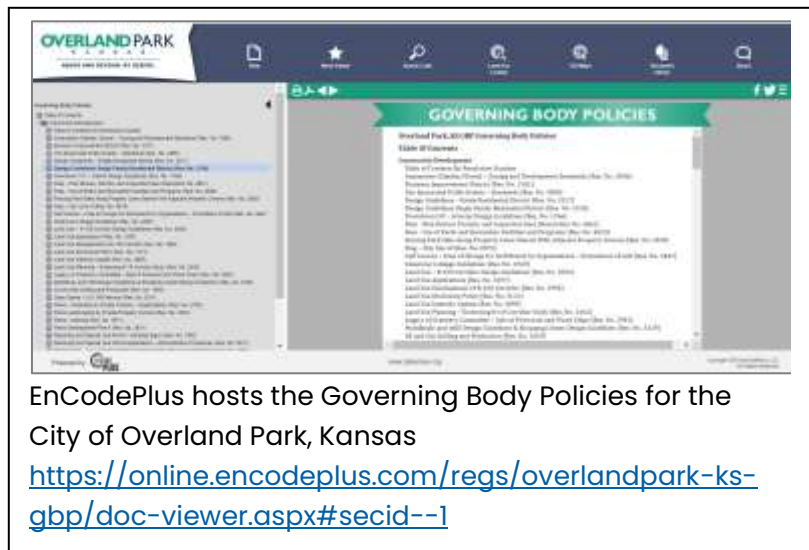
## 1. System Installation, Configuration and Customization

The City's RFP refers to the Municipal Code and "other governing documents" as further described in Exhibit B, Scope of Work. The precise list of documents is not clearly listed in the RFP. For the purposes of this proposal, the Governing Documents include:

- City Charter;
- Municipal Code; and
- Historical Ordinances
  - Ordinance Files 1850 - 1894
  - Ordinance Books 1880s - 1970s

On an Add-Alternate basis, the city may opt to include the total scope of Governing Documents in the enCodePlus digital database (the same as the above documents) or may post them as PDFs to the cloud library:

- Council Policies;
- City Clerk Administrative Guidelines;
- Legal Opinions;
- Memoranda of Law; and
- Reports to City Council.



Subtasks include:

**1.1 Installation.** The code hosting, drafting, codification, archiving and publishing platform is hosted in the cloud by Microsoft Azure. Therefore, no on-site installation is needed nor would 120 hours of on-site implementation be necessary as cited in Attachment 1 – Interrogatories.

**1.2 Configuration.** The City Charter and Municipal Code would be migrated to a web format.

The steps include:

- a. Design, approval, and development of the System Interface;
- b. Styles development, including overall organization, formatting, hierarchy (title, article, chapter, and section), and layout;
- c. Development of the automated numbering system; and
- d. Content styles:
  1. Font types, sizes, and colors;
  2. Tabs and line spacing;
  3. Tables and graphics; and
  4. Numbered lists.



## Municipal Code

### Chapter 9 GENERAL PROVISIONS

#### Contents:

- 1-9-1: PAYMENT OF MONEY DUE CITY
- 1-9-2: RESERVED
- 1-9-3: SOCIAL SECURITY SYSTEM ADOPTED
- 1-9-4: SALARIES
- 1-9-5: PERSONNEL HEARING PROCESS
- 1-9-6: FAILURE TO APPEAR IN RESPONSE TO PROCESS
- 1-9-7: FEES
- 1-9-8: CONSULTANT AND TESTING FEES
- 1-9-9: ESTABLISHMENT OF MUNICIPAL LIENS

#### 1-9-1: PAYMENT OF MONEY DUE CITY:

A. All taxes, licenses, fines, penalties, forfeitures, debts, dues or obligations of any sort whatever, now due or that may hereafter become due and payable to the City, shall be paid to the Finance Director or their designee. Payments may be made in:

1. Lawful money of the United States.
2. Automated check handling (ACH).
3. Electronic funds transfer.
4. Credit or debit cards.
5. Check, cashier's check or money order.
6. Wire transfer or direct account to account transfer.

The Finance Director may promulgate policies necessary to prevent the acceptance of checks or other forms of commercial paper not having sufficient funds to provide payment. Lawful money of the United States does not include the payment of a tax, license, fine, penalty, forfeiture, debt, dues or obligations of any sort in coin if such amount is in excess of five United States dollars (\$5.00).

(Ord. 44, Series of 2017)

#### 1-9-2: RESERVED:

(Ord. 44, Series of 2017)

## Unified Land Development Code



**Table 10-2-3.2.2  
Single-Family Detached Building Type Standards  
(see Figure 10-2-3.2.2 above)**

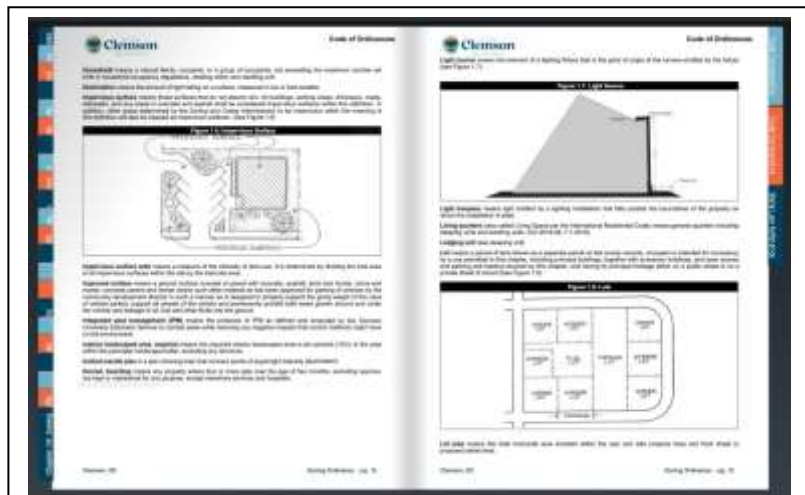
Symbol	Standard	DNR	DIA	DRB	DRH
<b>Building Footprint and Building Coverage</b>					
A	Build-to-Line (BTZ) min. + max. ft.	28' / 30'	10' / 20'	N/A	0' / 15'
B	Primary / Secondary Street Footprint (min. % of BTZ) or BTZ	85% / 95%	85% / 85%	N/A	85% / 85%
C	Corner Lot Side Setback (min. ft.)	10'	10'	N/A	10'
D	Interior Side Setback (min. ft.)	5'	5'	N/A	5'
E	Rear Setback (min. ft. + min. ft. with attic)	28' / 30'	18' / 30'	N/A	18' / 28'
F	Building Coverage (max. %)	85%	85%	N/A	75%
G	Public or Private Open Space and Tree Canopy Coverage (min. %)	35%	35%	N/A	30%
<b>Building Height and Upper Story Requirements</b>					
A	Maximum number of stories within BTZ	1	N/A	N/A	N/A
B	Maximum Height (number of stories/feet)	2-8' / 30'	2-8' / 30'	N/A	2-8' / 30'
C	Maximum 4th-floor plate area (percentage of lot-foot area)	N/A	N/A	N/A	N/A
D	Maximum number of stories within 20 ft. of ground level	N/A	N/A	N/A	N/A

Chapters 10-15 of the Municipal Code include the Planning and Zoning provisions, which often merit unique formatting given the use of (and desire for) in-line tables and graphics. EnCodePlus accommodates variable page formatting as shown in the examples above. <https://online.encodeplus.com/regs/littleton-co-cc/>

- e. City staff providing the following data and information, which are prerequisites for initiating the System Interface Design and build:
  1. The city's logo as an original file (.eps or .ai preferred; high resolution .jpg, .tif, or .png also accepted).
  2. Visual Style Guide including:
    - RGB or hex color mixes for any official colors;
    - Fonts used, including web font preferences; and
    - Additional relevant iconography or branding images.
  3. Up to a 100-word welcome message for the home page.
  4. Up to eight high resolution images for use on the home page:
    - Images must be 1280x1024 pixels or greater
    - In .jpg format
    - City must own or have permissions to use such photographs
  5. For ADA accessibility, alternate or "Alt" image tags provided for each image.
  6. The most current version of the City Charter and Municipal Code in Microsoft Word format.
  7. List of sections to be included in the "Useful Links" tab to allow easy access to the most commonly referenced parts of the code. This may also include URLs to relevant department or agency websites.
  8. List of tables to be used in the "Quick Tables" tab.
  9. URLs or PDFs and titles of all the files and materials to be include in the Cloud Library.

**1.3 Customization.** The city may opt to include any of the following customizations, which would be built concurrently with the City Charter and Municipal Code:

- **Administrator Access:** Permission-based access for registered users to draft and edit text for pending amendments.
- **Archive Manager:** Automatically archives and provides historical versions of code sections.
- **Auto-Notification:** Automated email notice of published document updates.
- **CloudWriter:** Cloud hosted word processor used to write and revise documents, compose the layout of text and graphics and preview in web and print formats. Requires Administrator Access.
- **Code Navigator:** Organizes codes and other document types into understandable sections and categories.
- **Content Assembler:** Collation of content related to a specified topic. May include icons placed in headers, tables, or other parts of the document for quick identification and reference.
- **eReader:** Optimized mobile and desktop document reading with navigation, printing, linking.
- **Escrow:** Source code held securely in escrow, available to client to ensure ongoing access.
- **Public Commenting:** Allows section-by-section written comments during public review.
- **Subject Index:** Alphabetical list of words, terms and subjects mentioned in the text and indicating where in the document they are referred to.

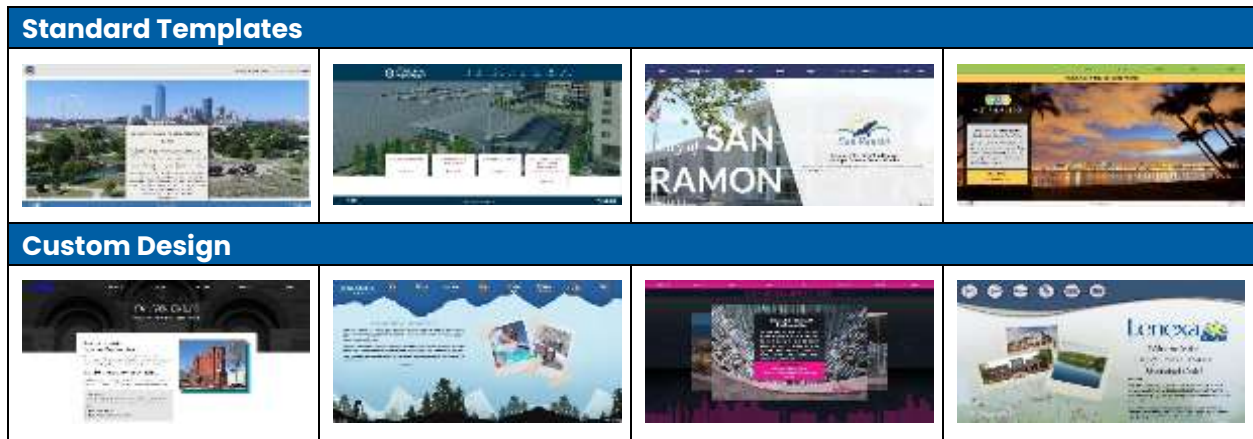


The eReader is a citizen-friendly feature to aid in their navigation and review.

<https://online.encodeplus.com/regs/clemson-sc/ereader/code/>

## 2. System Interface Design and Support

**2.1 Template Design.** The System Interface would be developed using one of four templates shown below. The city may also opt for a custom design to complement the city's website and conform to the City's Visual Style Guide. The standard template would be personalized with the city logo, colors, fonts and rotating photographs.



**2.2 Mock-Up.** Use the data and information collected during Task 1 to produce a mock-up of the proposed site design, layout and organization. The mock-up would include the elements of the home page and two subpages showing the styling of tables and graphics.

**2.3 Refinement.** Arrange a Zoom call with city staff to review the design mock-up and decide the warranted edits and changes.

**2.4 Site Build.** Build the public-facing user interface to:

- Present the Governing Documents in an online interactive format;
- Establish hyperlinks within and between documents;
- Display ordinance archives;<sup>3</sup>
- Enable the Boolean search functionality for all documents; and
- On an Add-Alternate basis, view the code in multiple languages.

**2.5 Support.** Through the site design and build process, enCodePlus staff would be available to provide support in answering questions and addressing staff requests.

---

<sup>3</sup> If the city opts to include the historical ordinances in the enCodePlus digital database reflected in Task 1, every version of the code may be viewed dating back to June 18, 1850.

### 3. Data and Document Management

**3.1 Document Preparation.** The City Charter and Municipal Code would be prepared for migration from Microsoft Word to the enCodePlus database. Subtasks include:

- a. Performing spell check of the document originals to identify misspelled words.<sup>4</sup>
- b. Identifying and correcting formatting or numbering errors from the original document(s).
- c. Preparing Microsoft Word styles for exporting.
- d. Importing the documents.
- e. Tagging definitions and cross references.
- f. Refining the import including:
  1. Text format adjustments;
  2. Verification of number lists order;
  3. Formatting adjustments to table/graphic layouts;
  4. Hyperlinking of common definitions (for popup functionality);<sup>5</sup>
  5. Hyperlinking of internal and external cross references and websites; and
  6. Text labeling of tables and figures
- g. Reviewing for quality control / assurance.

**3.2 Document Management.** The City Charter and Municipal Code would be prepared and presented to the city in an administrative draft format to facilitate review and comment. Upon receipt of written comments, the site would be finalized in preparation for Test Planning and Execution, followed by Training and System Roll-Out.

**3.3 Application of Standard Features.** Concurrent with Subtask 3.2, all standard functionalities and features would (or may) be deployed.

- **Adobe PDF Generator:** Generate downloadable documents in PDF format.
- **Archive by Date:** Search document archives by date (optional).
- **Archive by Ordinance:** Search ordinance archives by ordinance number or keyword (optional).
- **Auto-Numbering/Tracking:** Automated numbering and tracking of code sections.
- **Boolean Search:** Allows Boolean operators for complex code searches.
- **Cross Referencing:** Toggle among documents for seamless cross-referencing.

---

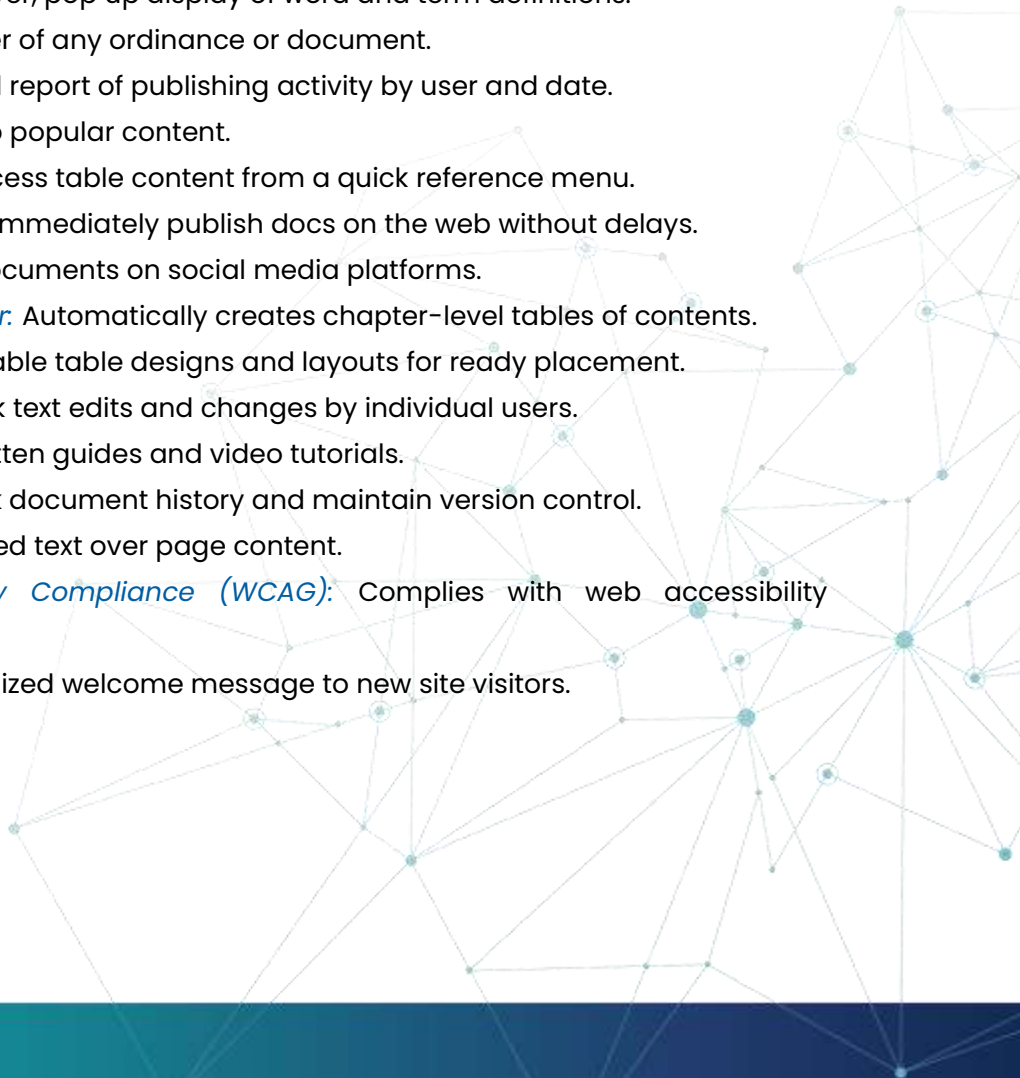
<sup>4</sup> The quality control verification is for fidelity of the transfer only and does not include textual errors or omissions from the original document.

<sup>5</sup> Unique hyperlinking to uncommon definitions is not included.



- *Dynamic Tables*: Embedded table buttons hyperlinked to GIS maps and resource documents.
- *Google Analytics*: Insights into website traffic and usage patterns.
- *Graphics Manager*: Tool for managing graphics and images in documents.
- *Inline Graphics & Tables*: Insertion of graphics, images and tables into documents.
- *Internal/External Cross Referencing*: Automated linking between related sections within documents and to external websites.
- *Keyword Search*: Search codes, documents and ordinances by keywords or phrases.
- *Link Checker*: Report of live or broken links.
- *Mega Menus*: Drop down menus to provide seamless navigation deep into a website.
- *Microsoft Word Exporter*: Export documents into fully-formatted MS Word or Adobe PDF formats.
- *Mobile Device Access*: Responsive access to mobile and tablet devices.
- *Page Numbering*: Auto-formatted page numbering with chapter prefixes.
- *Pop-Up Definitions*: Hover over, pop up display of word and term definitions.
- *Print*: Easily print any chapter of any ordinance or document.
- *Publishing Record*: Historical report of publishing activity by user and date.
- *Quick Links*: Jump directly to popular content.
- *Quick Reference Tables*: Access table content from a quick reference menu.
- *Real-Time Web Publishing*: Immediately publish docs on the web without delays.
- *Social Media Links*: Share documents on social media platforms.
- *Table of Contents Generator*: Automatically creates chapter-level tables of contents.
- *Table Templates*: Customizable table designs and layouts for ready placement.
- *Track-Change Editing*: Track text edits and changes by individual users.
- *User Guides & Tutorials*: Written guides and video tutorials.
- *Version Management*: Track document history and maintain version control.
- *Watermarking*: Superimposed text over page content.
- *Web Content Accessibility Compliance (WCAG)*: Complies with web accessibility standards.
- *Welcome Message*: Customized welcome message to new site visitors.

*enCodePlus is the most feature-rich municipal code hosting, codification and publishing platform in the local government industry.*



3.4 Build Upgrade Features (Optional). The city may opt to add premium features to modernize the Zoning and Land Development Regulations (generally Chapters 10 through 15). These features may include:

- **Development Calculators:**

Customizable calculators for on-the-fly computing of quantifiable standards including, but not limited to:

- Accessible or affordable housing units required by district and building type;
- Acres of land or fee in-lieu of land dedication for parks, schools, etc.;
- Bufferyard widths, screening types and plant types and quantities;
- Number of dwelling units per acre and per development, as applicable;
- Fee amounts for application filing and permitting;
- Landscaping material types and quantities by location;
- Total and shared parking space quantities for cars, trucks and bicycles;
- Sign types, areas, heights and locations by district; and
- Others per client request.

- **GeoZone:** Esri-based GIS map application designed for planning and zoning queries, analyses, and display including:

- **District Summary:** GIS display of applicable land uses and height, area and bulk standards for a zoning district or user-defined area.
- **Geo-Comment:** Facilitate input, gauge sentiment or generate support for projects, plans and other initiatives.
- **Land-Use Lookup:** GIS map of districts where specific land uses are permitted by-right or by condition or special exception.
- **Parcel Summary:** Instant access to parcel details like ownership, land and building value and district standards.

Results:	
<b>Minimum Lot Sizes</b>	
Area	10,000 sq ft
Width	80 ft
Depth	Determined through subdivision process
<b>Residential Density</b>	
Maximum Density	N/A
<b>Minimum Setbacks<sup>1</sup></b>	
Front	15 ft
Side - Interior (each)	None <sup>2</sup>
Side - Corner	10 ft <sup>3</sup>
Rear	None <sup>3</sup>
<b>Lot Coverage and Floor Area Ratio</b>	
Lot Coverage	N/A
FAR	3500 acres (R.75)
<b>Maximum Height<sup>2</sup></b>	
Height Limit	40 ft <sup>4</sup>

**Notes**

<sup>1</sup> See [D4-26 - Accessory Structures](#) for accessory structure setbacks.

<sup>2</sup> See Section [D3-10](#) for exceptions, and allowed projections into setbacks.

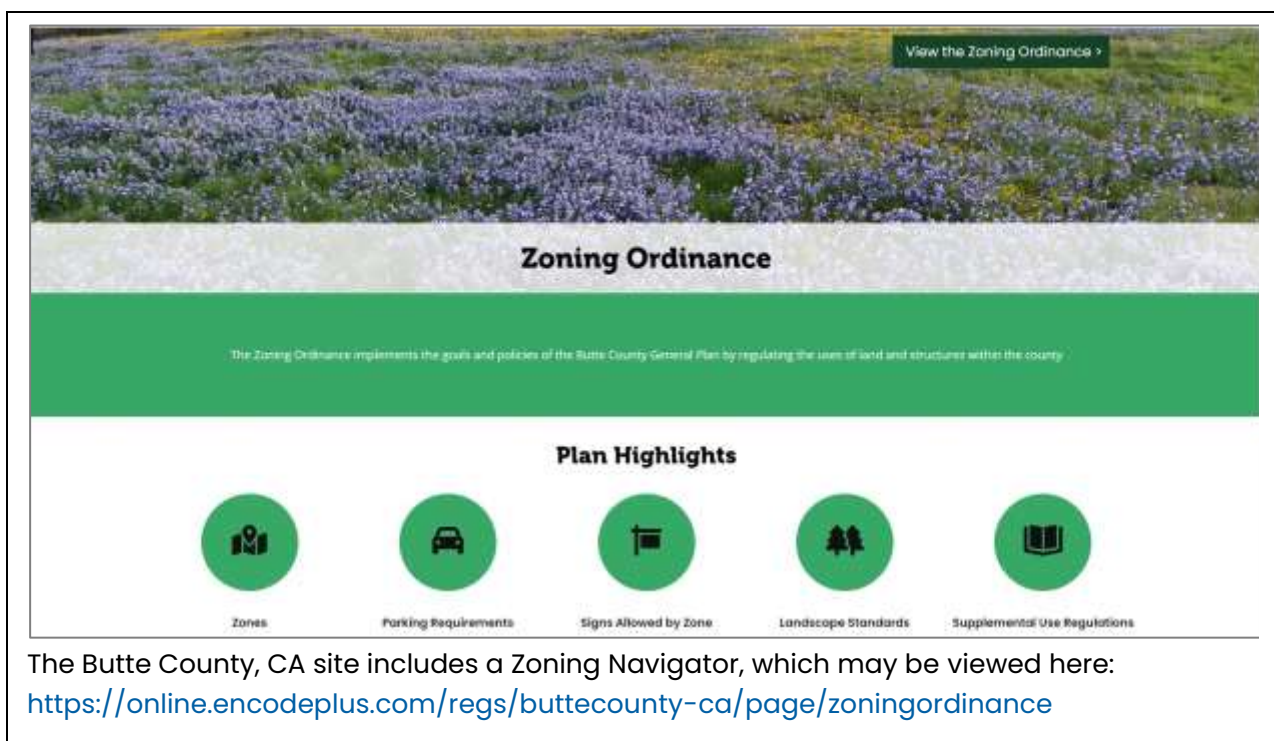
<sup>3</sup> See Section [D3-4](#) (Height Limits and Exceptions) for height measurement requirements, and height limit exceptions.

<sup>4</sup> Except that a 25-foot wide side and/or rear yard shall be required abutting a residential zone, and where a lot abuts the Interstate 680 right-of-way, and structures shall not intercept the daylight plane required by [Section D2-15](#).

<sup>5</sup> And as limited by Daylight Plane Requirements ([D2-15 A](#)) and Section [D3-5](#) (Height Limits and Exceptions).

The City of San Ramon, CA has calculators and lookup tools for Parking & Loading, Signs and Development Standards.  
<https://online.encodeplus.com/regs/sanramon-ca/calculators.aspx>

- **Smart Web URLs:** Automatically links zoning districts and parcels dynamically to reflect real-time updates on the interactive map.
- **SmartSearch:** Search wizard to report parcel attribute data, land use and zoning information for any parcel or address and by zoning district or land use.
- **Zoning Compare:** GIS-powered map to compare current and proposed zoning regulations.
- **Research Assistant:** Access database of 3,500+ jurisdictions' ordinances for sample legislation. Requires Administrator Access.
- **Zoning Navigator:** Organizes plans, ordinances and other document types into understandable sections and categories. Also referred to as Plan Navigator and Zoning Navigator.



## 4. Test Planning and Execution

Testing the functionality and operability of the software involves methods to ensure it works as intended and can be used effectively by the city. Our process includes functional testing to verify that each function of the software application operates in conformance with the system requirements and operational testing to ensure the software is usable and performs well under expected use conditions.

**4.1 Functional Testing.** Our objective is to verify that individual components or units of the software work correctly. This task would focus on the smallest testable parts of the software, like functions, methods, or classes.

**4.2 Integration Testing.** This test would validate the complete and fully integrated software product. The test would be of the system as a whole to verify it meets the specified requirements.

**4.3 User Acceptance Testing.** We would use testing to validate the software with real-world scenarios and usage to ensure it meets the city's needs. This task would be performed by the end-users in an administrative view environment.

**4.4 Operability Testing.** This test would determine how the software performs under different workloads. It would include load, stress, endurance and spike testing.

**4.5 Usability Testing.** This test would evaluate the user interface and user experience by evaluating the ease of use, learnability, and user satisfaction.

**4.6 Execution.** Through the testing process, any operability issues or defects would be remedied. Resolution would result in a fully operable software system ready for web publishing.

## 5. Training

An effective software training process is essential to ensure that our users can efficiently use the software and take full advantage of its features. Our software training process is as outlined below.



**5.1 Adaptation.** The first step in our program is to identify the training requirements based upon who is being trained, e.g., end-users, administrators,

etc. The current skill levels are assessed to identify the gaps and to establish the training required to achieve proficiency in using specific software features or understanding advanced functionalities.

**5.2 Delivery.** The skills assessment will determine the best method of training, which may include:

- **Instructor-Led Training:** Training sessions led by an instructor, either in-person or virtually. This allows for real-time interaction and immediate feedback.
- **Workshops and Hands-On Labs:** Practical sessions conducted where users can practice using the software in a controlled environment.
- **Documentation and Guides:** A training manual is provided to guide user participants through training sessions, workshops or labs and for step-by-step instruction for self-study.
- **Webinars and Video Tutorials:** Webinars and video tutorials used for training refresher courses and technical support.



**5.3 Certification.** Trainees who successfully complete a two- or three-day Instructor Led Training would receive a certificate confirming completion of the training program. The certificate entitles the certified user to a no cost refresher course or discounted attendance at our training center.

## 6. System Roll Out

Rolling out new software requires careful planning and execution to ensure a smooth transition and successful adoption. We take a measured approach that involves pre-planning, pre-launch testing and post publishing evaluation.

**6.1 Pre-Planning Preparations.** Republishing the City Charter and Municipal Code is a significant step requiring ample time and sufficient coordination and management. Preparations must include:

- **Communications:** In preparation for the roll-out day, best practices include social media posts, press releases, announcements in newsletters or through other already-established mediums, website articles as well as pamphlets, flyers or business cards.
- **Link Updates.** Everywhere the charter and code are referenced and linked on the city's website must be updated. Additionally, alerts and new links may be provided to outside organizations and coordinating agencies, such as a chamber of commerce, home-builders association, business alliances, downtown or main street associations, etc.
- **Training.** Regular users of the code warrant training to familiarize them with the new format and to teach them how to search and navigate it. Particularly, administrative assistants and others who regularly interface with the public may be trained to answer questions and provide information. Training may also be held for appointed and elected officials, department heads and other key users.

**6.2 Pre-Launch Testing.** The new Charter and Code may be made available to in-house users prior to the go-live date to offer time for them to get familiar with its functionality and advanced features.

**6.3 Go Live Day.** The day the site becomes active on the web is best reserved for a mid-week day. This allows for last minute testing and quick issue resolution.

**6.4 Post Publishing Evaluation.** It is advised to pre-schedule 30- and 90-day evaluations for City-Consultant communications. These meetings provide opportunity for question-answer and any necessary fine tuning.

## 7. Ongoing Support

We understand that our software support is vital for ensuring your satisfaction, maximizing usage, reducing downtime, improving software quality, and providing valuable insights for future enhancement and investment.

**7.1 Services Provided.** During the term of the engagement, enCodePlus would provide:

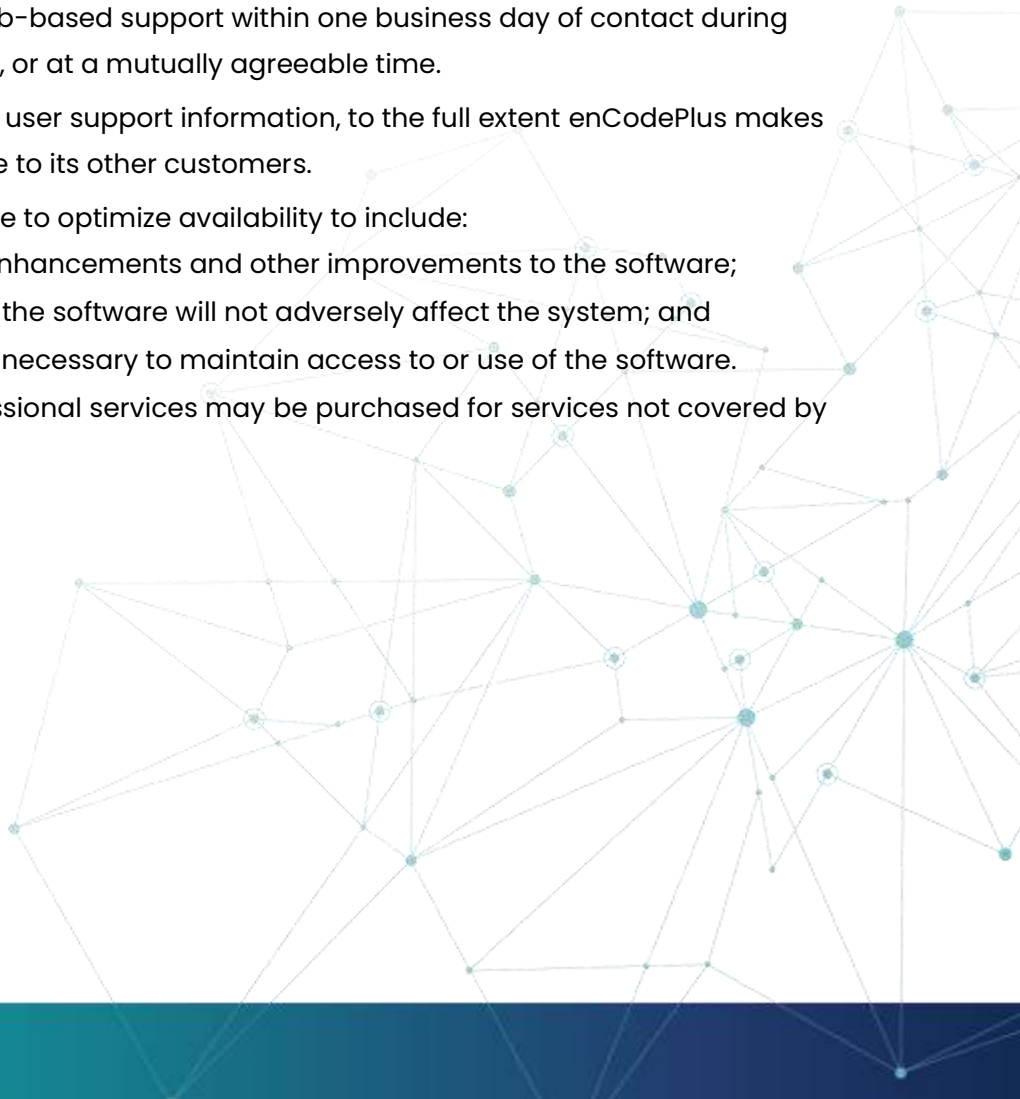
- Expert level guidance and troubleshooting in connection with questions and issues arising from use of our Software;
- Bug fixes and issue resolution; and
- Access to new releases of the software.

**7.2 Included Support.** The following are included in the enCodePlus software support obligations:



- Access to new releases for each available code update of the same features included in the current license.
- New release support including training and guidance to answer specific questions.
- Enhancements and feature request submissions.
- Correct all Service Errors, including by providing defect repair, programming corrections, and remedial programming.
- Provide telephone or web-based support within one business day of contact during the city's business hours, or at a mutually agreeable time.
- Provide online access to user support information, to the full extent enCodePlus makes such resources available to its other customers.
- Continuous maintenance to optimize availability to include:
  - o Updates, bug fixes, enhancements and other improvements to the software;
  - o Ensuring changes to the software will not adversely affect the system; and
  - o Services and repairs necessary to maintain access to or use of the software.

**7.3 Professional Services.** Professional services may be purchased for services not covered by software support.



# Project Plan (Gantt Chart)

Uploaded separately.



# Response | San Diego, California

Municipal Code and Governing Documents  
Hosting Software



## TAB B – Executive Summary & Responses to Specifications

### 2.11 Title Page

PROJECT TITLE	MUNICIPAL CODE AND GOVERNING DOCUMENTS HOSTING SOFTWARE
INVITATION #	10090138-24-B
DATE DUE	JUNE 11, 2024

Proposal submitted to:  
City of San Diego, California  
Diana Fuentes, City Clerk  
1200 Third Avenue, Suite 200  
San Diego, California 92101

Proposal submitted by:  
enCodePlus, LLC  
Bret C. Keast, President  
77 Sugar Creek Center Boulevard, Suite 600  
Sugar Land, Texas 77478

## 2.12 Table of Contents

<b>RFP Section</b>	<b>Page</b>
2.11 Title Page	B.1
2.12 Table of Contents	B.2
2.13 Executive Summary	B.3
2.14 Response to Specifications	B.4
2.15 Interrogatories	following B.4
2.16 IT City Standards and Technical Alignment Questionnaire	following B.4
2.17 Technical Requirements	following B.4
2.18 Functional Requirements	following B.4
2.19 Screenshots of Proposed Solution	following B.4

## 2.13 Executive Summary

This summary addresses each of the items referenced under Section C, Specifications, of Exhibit B, Scope of Work.

- *Understanding.* We recognize the city's need for a contractor that provides advanced **Software as a Solution (SaaS) technology** to securely host the Municipal Code and other Governing Documents. Our solution is designed to meet or exceed the city's technical and functional requirements while adhering to rigorous city standards.
- *Conformance.* Our solution, EnCodePlus, aligns with 102 specific requirements found in Attachments 2, 3, and 4. We are fully compliant with 80% and **either fully or partially compliant with 99% of these requirements.**
- *Expertise.* Our team comprises professionals with diverse expertise, including software developers, code writers, administrators, technical support agents, communication and web designers, authors, editors, software trainers, and project and client managers. Collectively, **we bring over 100 years of experience to the table.**
- *Experience.* With **30 years of experience** in software design, development, service, and support for various levels of government—including state, county, parish, township, city, and town—we are well-equipped to meet the city's needs.
- *Performance.* In the SaaS industry, our **4 percent churn rate** is impressively low compared to the typical range of 4.8 to 7.5 percent. This reflects our commitment to responsiveness, timeliness, and high-quality client service.
- *Capacity and Timeliness.* We propose a comprehensive project timeline: a **90-day design and build process**, followed by 30 days of testing and training, leading to a "go live" date on Day 121.
- *References.* Attachment A includes references from clients and colleagues who can attest to their experiences with us, the **quality of our work**, and our emphasis on client service. These references are not just professional contacts but valued friends.
- *Technology.* Our software, **EnCodePlus, is at the forefront of the industry**, offering advanced functionality and unique features. We are the only code publishing company that provides state-of-the-art zoning modernization features.
- *Support.* Our **support team is known for their prompt responses.** They answer calls and address queries immediately or initiate a response within moments, ensuring that our clients receive timely assistance.
- *Real-Time Operation.* EnCodePlus stands out as the only service provider offering same-day publishing and a **guaranteed 10-day codification process.**

In conclusion, EnCodePlus offers extensive experience and expertise, the most feature-rich software, unparalleled support, and a strong commitment to earning your trust, business, and friendship.

## **2.14 Response to Specifications**


These attachments are provided on the following pages:

1. Interrogatories
2. IT City Standards and Technical Alignment Questionnaire
3. Technical Requirements
4. Functional Requirements
5. Screenshots of Proposed Solution

Attachment 1: Interrogatories Response & References Template		Proposer Completes (note: Proposers should not alter the format of this response sheet)
ID	City Question	Proposer Response
<b>1</b>	<b>Experience</b>	<b>PROPOSER (ORGANIZATION) NAME HERE</b>
	For both Cloud-Hosted and On-Premise Solutions, please answer the following questions:	
<p>Provide an overview of the maturity of the Solution, inclusive of:</p> <p>a. Number of active paying commercial customers for the Solution</p> <p>b. Description of age and maturity of the Solution</p> <p>1.01 c. Description of update cycle for Solution</p> <p>d. Any relevant future enhancements or innovations for Solution</p> <p>e. Number of successful implementations completed within the last three years (by your organization or your proposed sub-contractor).</p>		<p>The Solution originated in the early 1990s as a PC-based ordinance management program designed to place ordinances on the web. In the 2010's, we rebuilt the system to move the software to the cloud, which made documents more accessible from any location and allowed us to offer more efficient technical support. Originally, enCodePlus focused on zoning ordinances, but the potential to provide codification services was clear. Over time, we have developed one-of-a-kind features like GIS integration; collaborative drafting, editing and commenting capabilities; customizable planning calculators; unique project websites and WebPlan.</p> <p>a. 115 paying customers.</p> <p>b. The software originated in 1992 and has matured to offer the latest state-of-the-art cloud-based content and document management, codification, archiving, publishing and web hosting software in the GovTech Industry.</p> <p>c. Every customer receives a no-cost update on an annual basis. Customers who add documents or features receive concurrent updates.</p> <p>d. enCodePlus continues to innovate. New features and enhancements that are on the development schedule include: 1) Webpage Preview with No Track Changes, Exportable; 2) Site-Wide Find and Replace Tool; 3) Export Document Links (active links in export); 4) Drag and Drop Images directly into the editor; and 5) Publish Option Update, View on Public View Before Effective Date.</p> <p>e. enCodePlus has successfully implemented 44 customer solutions in the last three years.</p>
<p><b>Reference 1</b></p> <p>Reference can be the same as one used in the contractor's pledge of compliance form.</p> <p>Provide a reference for your solution (from the last three years), inclusive of:</p> <p>a. Number of active paying commercial customers for the solution</p> <p>b. Company name</p> <p>1.02 c. Contact name and role</p> <p>d. Contact details (email, phone)</p> <p>e. Location</p> <p>f. Deployment size</p> <p>g. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego).</p> <p>If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.</p>		<p>a. One. The County is an active paying commercial customer using the enCodePlus solution</p> <p>b. Fairfax County, VA</p> <p>c. Casey Judge, Deputy Zoning Administrator OR Carmen Bishop, Deputy Zoning Administrator</p> <p>d. casey.judge@fairfaxcounty.gov, 703.324.1314 OR carmen.bishop@fairfaxcounty.gov, 703.324.1314</p> <p>e. Fairfax County, VA (Fairfax)</p> <p>f. Not applicable</p> <p>g. Zoning ordinance, public facilities manual, comprehensive plan and 12 area plans, plus GIS mapping and parking calculator</p>





Attachment 1: Interrogatories Response & References Template		Proposer Completes (note: Proposers should not alter the format of this response sheet) Proposer Response 	
ID	City Question		
1.03	<p><b>Reference 2</b></p> <p>Reference can be the same as one used in the contractor's pledge of compliance form.</p> <p>Provide a reference for your solution (from the last three years), inclusive of:</p> <ul style="list-style-type: none"> <li>a. Number of active paying commercial customers for the solution</li> <li>b. Company name</li> <li>c. Contact name and role</li> <li>d. Contact details (email, phone)</li> <li>e. Location</li> <li>f. Deployment size</li> <li>g. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego).</li> </ul> <p>If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.</p>	<ul style="list-style-type: none"> <li>a. One. The County is an active paying commercial customer using the enCodePlus solution</li> <li>b. Travis County, TX</li> <li>c. Lynn Woods. Purchasing Agent Assistant - IT Procurements</li> <li>d. lynn.woods@traviscountytexas.gov</li> <li>e. Travis County, TX (Austin)</li> <li>f. Not applicable.</li> <li>g. Title 1: Administrative Code, and Title 2: Ordinances &amp; Regulations</li> </ul>	
1.04	<p><b>Reference 3</b></p> <p>Reference can be the same as one used in the contractor's pledge of compliance form.</p> <p>Provide a reference for your solution (from the last three years), inclusive of:</p> <ul style="list-style-type: none"> <li>a. Number of active paying commercial customers for the solution</li> <li>b. Company name</li> <li>c. Contact name and role</li> <li>d. Contact details (email, phone)</li> <li>e. Location</li> <li>f. Deployment size</li> <li>g. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego).</li> </ul> <p>If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.</p>	<ul style="list-style-type: none"> <li>a. One. The County is an active paying commercial customer using the enCodePlus solution</li> <li>b. Lincoln and Lancaster County, NE</li> <li>c. David Cary, Department Director</li> <li>d. plan@lincoln.ne.gov, 402.441.7491</li> <li>e. Lancaster County, NE (Lincoln)</li> <li>f. Not applicable.</li> <li>g. City Charter, Lincoln Municipal Code, Design Standards and Access Management Policy, plus the Lancaster County Zoning and Subdivision Regulations. Features include an eReader, document library, land use lookup and GIS maps.</li> </ul>	

Attachment 1: Interrogatories Response & References Template		Proposer Completes (note: Proposers should not alter the format of this response sheet)
ID	City Question	Proposer Response
<b>2 Implementation, Planning &amp; Training</b>		
<b>For both Cloud-Hosted and On-Premise Solutions, please answer the following questions:</b>		
2.01	<p>Provide a project plan for a milestone-based fixed-price delivery of the implementation services to one thousand users, across four City departments. Include the following:</p> <ul style="list-style-type: none"> <li>a) High level project plan (Microsoft Project Gantt chart, or equivalent);</li> <li>b) Explanation of the roles of the proposed project team;</li> <li>c) Explanation of the role of the City (including time commitments);</li> <li>d) Description of a recommended team structure including City and Implementor staffing;</li> <li>e) List of key personnel functions, staffing profiles and responsibilities to cover the implementation, training and support; and</li> <li>f) High level explanation of how you plan to successfully implement the Solution requirements</li> </ul> <p>Proposers should assume a minimum baseline of one hundred and twenty (120) onsite implementation hours will be required for their implementation plans.</p>	<p>Per the City's request, the Project Plan is included in a single, separate pdf file, which is referenced in Tab B - Executive Summary and Responses to Specifications.</p>
<b>3 Licensing</b>		
<b>For both Cloud-Hosted and On-Premise Solutions, please answer the following questions:</b>		
3.01	<p>Explain clearly your proposed licensing model for the solution. Ensure you cover all potential chargeable costs, and include all details pertinent to:</p> <ul style="list-style-type: none"> <li>a. Charging metrics (e.g. named user, CPU, socket, month, gigabyte etc.)</li> <li>b. Definitions for the charging metrics</li> <li>c. Unitary cost for each chargeable item</li> <li>d. Quantities for each unit</li> <li>e. SKU code for each item</li> <li>f. Sandboxing and dev/test licensing</li> <li>g. Describe what limits and additional costs (if any) might apply for bandwidth usage on transporting City data</li> <li>h. Under what circumstances the City may be exposed to additional overage costs</li> <li>i. Any other relevant payment triggers, and how the City might be notified prior to the charge being triggered</li> </ul>	<p>Licensing entitles city staff password-protected access to the Admin. Portal, if elected, whereby enCodePlus, as the Licensor, grants the City of San Diego as Licensee, a non-transferable, non-exclusive, limited, non-assignable, and non-sublicensable right to use the Licensed Technology. The license includes an unlimited number of registered license seats. The term is five years and may be extended in one year increments.</p> <ul style="list-style-type: none"> <li>a. The annual license fee is based on population, which equals \$5,250. Individual selected features may include annual fees: 1) Administrator access (\$750), 2) Cloud library (\$500); 3) eReader (\$250) and Escrow (\$1,000).</li> <li>b. <b>Administrator Access:</b> Permission-based access for registered users to draft and edit text, amend and self-codify ordinances and web publish documents of all types. <b>Cloud Library:</b> Secure document storage and retrieval system. Search ordinances by number, date or keyword. <b>eReader:</b> Optimized mobile and desktop document reading with navigation, printing, linking. <b>Escrow:</b> Source code held securely in escrow, available to client to ensure ongoing access.</li> <li>c. Annual fees are fixed costs.</li> </ul>



Attachment 1: Interrogatories Response & References Template		Proposer Completes (note: Proposers should not alter the format of this response sheet)
ID	City Question	Proposer Response
<b>4 City Tech Alignment</b>		
<b>For both Cloud-Hosted and On-Premise Solutions, please answer</b>		
4.01	Will the Proposer or application need access to the City's internal systems to do development or for operational use of the new system?	No. The enCodePlus platform is web- and cloud-based. No on-site configurations are needed.
4.02	Will the Solution require any connections to systems outside of the City's firewall?	No.
4.03	If the proposed Mobile Work Management Solution is hosted outside of the City's internal network, does the application need a connection inside of the City's firewall?	N/A
4.04	If the solution is on premise, how many IP addresses and network connections will be needed?	N/A
4.05	Will LDAP/SAML need to traverse the entire directory and have access to our entire AD, or is there a particular group or user accounts we can specify that the Proposor's SAML needs to see?	OIDC Authentication requires an Azure App Service registration
4.06	How many IP's will the Proposor require for both the outbound connections and authentication to the app via the City's LDAP? (there are typically IP's identified by the vendor as the IP's that point to the externally hosted application).	N/A
4.07	Does access to the application need to be restricted inside the City network to certain IP addresses or subnets?	No
4.08	If the solution is on premise: How many servers are required?	N/A
4.09	If the solution is on premise: Can the servers be virtualized?	N/A
4.10	What is the OS, DB, and App language and which version (Windows SQL server preferred. Only SQL Server and Oracle are supported as on premises solutions at the City)?	N/A. Application is as SaaS solution managed by the vendor.
4.11	What restrictions (if any) will be placed on the City's third party Applications Maintenance provider in terms of accessing the Solution to make changes to the configuration for enhancements on behalf of the City?	N/A. Application is as SaaS solution managed by the vendor.
4.12	If the solution is On-Premise, what administrative level of rights are required on the desktop to install the application? To use the application?	N/A
4.13	Please describe how will the system be kept current with patches and upgrades?	The site is routinely updated with new versions and servers are patched monthly.
4.14	What is the architecture of the application? (e.g. Web, 2-tier, etc.)	Web
4.15	Does the system integrate to any standard desktop applications, and if so, what versions?	No
4.16	What software (if any) is required on a City desktop?	Web Browser
4.17	Are there any desktop components required to be installed?	No
4.18	If the solution is to be linked or jumped off from the City's website, then what is the domain name/URL going to be and whose responsibility is it to get it?	The URL will be something like <a href="https://online.encodeplus.com/regs/sandiego-ca/">https://online.encodeplus.com/regs/sandiego-ca/</a> . We create the site.



Attachment 1: Interrogatories Response & References Template		Proposer Completes (note: Proposers should not alter the format of this response sheet)
ID	City Question	Proposer Response
4.19	Is the hosting component expected to be sub-contracted to an provider? If so, who?	Microsoft Azure
4.20	Where are the hosting sites located?	Azure Central US
4.21	Where are backup sites located?	Azure West US
4.22	Would City data be made available for use or access by a third party? Please describe to what extent.	No
<b>5 Industry Recognition</b>		
<b>For both Cloud-Hosted and On-Premise Solutions, please answer</b>		
5.01	Provide details on Certifications that the Vendor has achieved in respect to SAP partnerships, product awards or certifications	The Greensboro, NC GSO 2040 Plan was design and developed by enCodePlus, which received the National American Planning Association Daniel Burnham Award in 2023. Ben Hitchings, APA Board of Directors and Cive Chair of the Awards Jury said, "GSO2040 is a modern plan, beautifully displayed online, with a logical structure, well-considered strategies, and compelling presentation that reflects the voices, needs, and desires of the Greensboro community."



**IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)**

ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as
AS	<b>Application Security</b>		
<i>The following Application Security requirements shall apply:</i>			
AS-1	<b>System User Authentication.</b> Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and OpenID Connect (OIDC). Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	Fully Compliant	OIDC Authentication is used.
AS-2	<b>Secure Authentication.</b> All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant	Site is only available over https.
AS-3	<b>Encryption.</b> Application must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.	Fully Compliant	Patches and updates are applied regularly.
AS-4	<b>System Sharing.</b> Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.	Fully Compliant	Only publicly available data is stored in application.
AS-5	<u>Protection of Sensitive Information and Data. Proposer, its agents, employees, contractors and any other person or entity working on behalf of Proposer to provide services under this proposal must at all times comply with City of San Diego Administrative Regulation (A.R. 90.64) "Protection of Sensitive Information and Data".</u>	Fully Compliant	No sensitive information is stored in the application
AS-6	<b>Auditing and Logging.</b> Application must support interoperability with, and stream logs to the City's centralized Sumo Logic Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details).	Not Compliant	This application is software as a service and is fully managed and supported by the vendor therefore this is non-applicable.

**IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)**

ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as
AS-7	<p><u>Compliance with Organization's Security Policy, Standards and Procedures. Solution Proposer working directly on City-owned applications or from City facilities are subject to and required to follow all City policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at <a href="https://csrc.nist.gov/publications/detail/fips/140/2/final">https://csrc.nist.gov/publications/detail/fips/140/2/final</a>. For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.</u></p>	Fully Compliant	Application uses role based access control.
AS-8	<p><b>Data Integrity.</b> The Solution must ensure the integrity of all the data collected, stored and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.</p>	Fully Compliant	Database provides transactions and concurrency control.
AS-9	<p><b>Error Messages.</b> Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g. incorrect password or unknown System User account). Other security related errors (e.g. file not found or permission denied) must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.</p>	Fully Compliant	Friendly error messages are displayed and errors are written to log files.
AS-10	<p><b>Logical Data Separation.</b> In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third-parties to ensure no leakage of City data occurs.</p>	Fully Compliant	Each site has a separate database.

City of San Diego

**IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)**

ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as
AS-11	<b>Sensitive Data.</b> Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Fully Compliant	No sensitive information is stored in the application
AS-12	<b>Patching.</b> Application/Systems must be patched on, at a minimum, a monthly basis.	Fully Compliant	Routing patching and updates are done monthly.
AS-13	<b>Vulnerability Management.</b> Prior to product deployment into a production environment and/or external exposure, all Application, Service and Systems must be scanned, with an established industry-recognized tool and security vulnerability remediated. Vulnerabilities discovered on existing systems must be remediated within at least 30 days of discovery. Discovered vulnerabilities shall be assigned a risk ranking. High-rated vulnerabilities must be patched/remediated within 24 hours.	Fully Compliant	EnCodePlus will utilize Pentest Tools to scan for and remediate security vulnerabilities on a monthly basis.
AS-14	<b>Mobile Device Management (MDM).</b> Mobile Devices e.g. tablets and mobile phones must be registered through DoIT's Security Team and Microsoft Intune MDM must be installed on those devices	N/A	
<b>AD</b>	<b>Application Data</b>		
<i>The following Application Data requirements shall apply:</i>			
AD-1	<b>Ownership of Data.</b> All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, the Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, IPG, or PDF format.	Fully Compliant	Data will not be used for any other purpose.

City of San Diego

**IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)**

ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as
AD-2	<b>Personal Data.</b> Proposer agrees that it will comply with all applicable federal, state and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	Fully Compliant	No personal data is stored in the application.
AD-3	<b>City Data Access.</b> If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.	Fully Compliant	OIDC authentication with role based access control determines who can access and updated data.
AD-4	<b>Third Party Requirements.</b> Proposer will cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	Fully Compliant	No personal data is stored in the application.
AD-5	<b>State Requirements.</b> Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant	No personal data is stored in the application.
<b>D</b>	<b>Design</b>		
<i>The following Design requirements shall apply:</i>			
DD-1	<b>Design Documentation.</b> Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	N/A	
DD-2	<b>Architecture Documentation.</b> Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	N/A	
<b>DHW</b>	<b>Desktop Hardware</b>		
<i>The following Desktop requirements shall apply:</i>			
HWD-1	<b>System.</b> Compatible with 64 bit systems.	N/A	
HWD-2	<b>Desktop/Laptop Hardware.</b> Hewlett-Packard (HP) brand business-class.	N/A	




City of San Diego


**IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)**


ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as
HWD-3	<b>Tablets.</b> HP ELITE X2 G4	N/A	
HWD-4	<b>Tablet/Laptop Combos.</b> MS Surface Pro 7, MS Surface Pro 7+	N/A	
<b>DSW</b>	<b>Desktop Software</b>		
<i>The following Desktop requirements shall apply:</i>			
SWD-1	<b>Desktop Operating System.</b> Microsoft Windows 10 Enterprise, or the most current version of this Operating System to within an n-1 standard.	N/A	
SWD-2	<b>Desktop Software.</b> The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus, Adobe Creative Cloud; SAPGUI. The City targets n-1 if not the latest updates.	N/A	
SWD-3	<b>Office Productivity.</b> Microsoft Office Suite, Teams, Visio, Project	N/A	
SWD-4	<b>Web Browser.</b> Google Chrome and Microsoft Edge Chromium or the current manufacturer's version to within an n-1 standard.	N/A	
<b>O-STD Other Applications Standards</b>			
<i>The following Applications requirements shall apply:</i>			
OSTD-1	<b>Programming Language Standards.</b> HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	N/A	
OSTD-2	<b>Data Transport Protocol Standards.</b> XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GeoJSON, DWG, DGN (CADD)	N/A	
OSTD-3	<b>Desktop Configuration.</b> Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	N/A	
OSTD-4	<b>Reporting Tool Integration Standards.</b> SAP Crystal Reports; Microsoft SQL Server Reporting Services.	N/A	
OSTD-5	<b>Web Content Management System.</b> Drupal	N/A	
OSTD-6	<b>Document Management Integration.</b> OpenText.	N/A	

**IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)**


ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (or does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as
OSTD-7	<b>Geographic Information System and Integration Standards.</b> ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A	
<b>HSTD</b>	<b>Hosting Standards</b>		
<i>The following Hosting requirements shall apply:</i>			
HSTD-1	<b>City Hyper Converged Infrastructure.</b> If solution is proposed as 'On Premise', it must support either:	N/A	
HSTD-2	<b>Hyper Converged Infrastructure:</b> server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	N/A	
HSTD-3	<b>Standalone server</b> – HP ProLiant Generation 10 or higher.	N/A	
HSTD-4	<b>Server OS.</b> Solution must support Server Operating System – Microsoft Windows Server, SuSe Linux versions must be within N-1.	N/A	
HSTD-5	<b>Web Servers.</b> If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.	N/A	
HSTD-6	<b>Virtual Servers.</b> Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	N/A	
HSTD-7	<b>Relational Database Management Systems.</b> If solution is proposed as 'On Premise', it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version within N-1.	N/A	
HSTD-8	<b>Cloud.</b> Providers are Amazon Web Services (AWS) , Microsoft Azure, and Google Cloud platform (GCP) with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. <b>Public Cloud</b> solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on AWS are the Standards.	Fully Compliant	Azure East US Region

Attachment 3: Technical Requirements Response Template				Proposer Completes <small>(note: Proposers should not alter the format of this response sheet, please hover over "Solution Compliance" cell for directions. Each cell must be answered.)</small>	
ID	City Requirement	Solution Compliance	Proposer Comments		
<b>Requirements</b>		<b>encodePlus</b>			
<b>1</b>	<b>Audit and Compliance</b>				
For both Cloud-Hosted and On-Premise Solutions, the following Audit and Compliance requirements shall apply:					
1.01	<b>Log.</b> All actions performed within the Document Hosting solution must record a time stamp upon completion of a task or activity.	Fully Compliant	All database transactions have a date and time stamp.		
1.02	<b>Synchronisation.</b> All transmissions between the Document Hosting Solution on the mobile device and the back end system must be logged for error resolution.	Fully Compliant	Web logging and error logging are in place.		
1.03	<b>Reporting.</b> The Document Hosting solution must have the ability to identify the last use and user of the application.	Fully Compliant	The application records the last user to modify a section.		
1.04	<b>Evolution.</b> The Document Hosting solution must be capable of providing additional Audit and Compliance functionality as determined by the City in the future.	Partially Compliant	We will entertain any requests or enhancements needed.		
<b>2</b>	<b>Technical Capabilities</b>				
For both Cloud-Hosted and On-Premise Solutions, the following Functionality requirements shall apply:					
2.01	<b>Scalability.</b> The Document Hosting Solution must provide ability to scale upwards with a low degree of complexity.	Fully Compliant	Application is hosted in Microsoft Azure where resources can be added easily.		
2.02	<b>Device Dependent Display.</b> Display rendering adjusts per screen dimensions per device	Fully Compliant	CSS media queries are used to control the display based on the device characteristics.		
2.03	<b>Role Based Administration.</b> Document Hosting Solution must offer role based administration.	Fully Compliant	Role based access control is used for administrative access.		
2.04	<b>Error Management.</b> Document Hosting solution must provide ability to monitor and remediate synchronization and other errors.	Fully Compliant	Application has detailed error logs.		
2.05	<b>Synchronization Errors.</b> The frequency of synchronization errors on the Document Hosting solution should be minimal.	Fully Compliant	Application has been used extensively and errors are minimal.		
<b>3</b>	<b>Integration</b>				
For both Cloud-Hosted and On-Premise Solutions, the following Integration requirements shall apply:					
3.01	<b>City Business Systems Integration.</b> Document Hosting Solution must provide ability to integrate with current City applications (including Microsoft Office, Adobe Acrobat, OpenText).	Partially Compliant	Application has the ability to import documents from Word. It has the ability to export to Word and PDF.		
3.02	<b>API Standards.</b> Document Hosting Solution must ensure API uses standard, current development languages.	Partially Compliant	An API designed for specifications provided to us would use a standard programming language, e.g., Python, JavaScript, etc.		
3.03	<b>Open API.</b> Document Hosting Solution must offer an open API	Partially Compliant	We have successfully created and integrated APIs for specific systems for other clients based on their own set of requirements. We can design an API based on the specifications you provide us.		
<b>4</b>	<b>Technical Requirements</b>				
For both Cloud-Hosted and On-Premise Solutions, the following Technical requirements shall apply:					
4.01	<b>Ongoing Product Usage Control.</b> Document Hosting Solution must provide for ongoing product usage, such as adding new System Users, removing System User rights, and adding new machines, must be controlled by the City.	Fully Compliant	The application has a maintenance module for user management.		
4.02	<b>Solution Upgrades.</b> Document Hosting Solution must offer future product upgrades inclusive of any support fees for a minimum of twelve (12) months after license purchase.	Fully Compliant	The application is regularly updated. Site software updates happen annually and users are notified of the new version's contents.		
4.03	<b>Upgrade Merge.</b> Document Hosting Solution must support ease of merging back custom modifications into new standard.	Fully Compliant	The application is created with a global stylesheet allowing for changes across all levels of the hosted document. Additionally, more customized formatting items that require storage in our table template library can be updated to maintain new standards as they arise.		
4.04	<b>Usage Data.</b> Document Hosting Solution must provide City ongoing access to current and legacy usage data.	Fully Compliant	Google Analytics 4 will be used.		
For On-Premise Solutions only, the following Technical requirements shall apply:					
4.05	<b>City Technology Roadmap.</b> Document Hosting Solution must ensure that no 'On-Premise' installation of Java or Oracle application will be required.	Fully Compliant	the application is not an no-premise solution.		
4.06	<b>SCCM Compatibility.</b> Document Hosting Solution must provide compatibility with System Center Configuration Manager (SCCM) to push out any required desktop components.	Fully Compliant	the application is not an no-premise solution.		
<b>5</b>	<b>System User Authentication</b>				
For both Cloud-Hosted and On-Premise Solutions, the following User Authentication requirements shall apply:					
5.01	<b>Active Directory.</b> Document Hosting Solution must offer integration with City's Active Directory to authenticate System Users.	Fully Compliant	OIDC Authentication with an Azure App registration.		
5.02	<b>Multi-factor Authentication.</b> Document Hosting Solution must support various methods of multi-factor authentication for internal and external parties (within diverse authentication settings such as knowledge-based or credential-based) included but not limited to PIN code, third party authentication like OATH/SAML, phone #, email, etc.	Fully Compliant	If using ODIC Authentication this can be configured by the Administrators.		
5.03	<b>System Administration.</b> Document Hosting Solution must provide the ability for System Users to be granted access using City's existing GRC application.	Partially Compliant	If using ODIC Authentication access can granted to the Azure app registration		

Attachment 3: Technical Requirements Response Template				Proposer Completes <small>(note: Proposers should not alter the format of this response sheet, please hover over "Solution Compliance" cell for directions. Each cell must be answered.)</small>	
ID	City Requirement	Solution Compliance	Proposer Comments		
5.04	<b>External Sharing.</b> Document Hosting Solution must provide the ability to allow third parties to use the solution under certain circumstances.	Partially Compliant	If using ODIC Authentication access can granted to external users for the Azure app registration		
5.05	<b>Branding.</b> Document Hosting Solution must provide the ability to brand the screen visible to users and may include a City seal/stamp/image/logo.	Fully Compliant	The application supports site templates and allows for custom branding .		
<b>6 Technical Documentation</b>					
6.01	<b>API.</b> API documentation (e.g. JavaDoc or Doxygen), must document APIs completely with clear reference to configuration files, property names etc.	Partially Compliant	An API developed for the city would include clear documentation to help users understand how to work with the API.		
6.02	<b>Support.</b> Technical reference manuals must be available to allow City's City Clerk division to address solution performance and functionality concerns.	Fully Compliant	A User Guide is available in the password-protected maintenance module under Help & Support.		
6.03	<b>User Guides.</b> Reference guides must be available to support customization, template development, forms creation and for any other user defined functionality.	Fully Compliant	A user guide is provided.		
6.04	<b>Coding.</b> Reference guides are provided for all command-line, GUI and configuration options.	Partially Compliant	Configuration is done by the vendor.		
6.05	<b>API.</b> API documentation, including sample code, is provided for City's ERP Development Team.	Partially Compliant	An API developed for the city would include clear documentation to help users understand how to work with the API.		
6.06	<b>Installation.</b> Installation Guides for the solution must be provided in advance of install.	Partially Compliant	Installation is done by the vendor.		
6.07	<b>Configuration.</b> Configuration Guides for the solution must be provided in advance of install.	Partially Compliant	Configuration is done by the vendor.		
<b>7 Vendor Support</b>					
7.01	<b>Structure.</b> Vendor must have a structured support network available for issues that cannot be resolved by the City.	Fully Compliant	Support is accessible by phone, email, or support form online.		
7.02	<b>Priority.</b> Business impact severity must be assigned priority rankings on a defined scale as identified by the City.	Fully Compliant	We can accommodate priority requests.		
7.03	<b>Response.</b> Response from the Vendor Support Team must occur within industry standard timeframes considering incident priority.	Fully Compliant	enCodePlus will abide by industry standard timeframes when responding to any issue or request		

Attachment 4: Functional Requirements Response Template				 Proposer Completes (note: Proposers should not alter the format of this response sheet, please hover over "Solution Compliance" cell for directions. Each cell must be answered.)	
ID	Focus	City Requirement		Solution Compliance	Proposer Comments
<b>0 Unconditional Requirements</b>					
For both Cloud-Hosted and On-Premise Solutions, the following Unconditional Requirements must be met per "Fully Compliant" in order for the Document Hosting Solution to be considered by the City:					
0.01		<b>Platform:</b> Document Hosting solution must be capable, at a minimum, of being deployed on Android, iOS and Windows operating systems for all desktops and mobile devices.	M	Fully Compliant	Software is accessed via a unique URLs and is compatible with all internet-enabled desktop and mobile devices.
0.02		<b>Usability:</b> Document Hosting solution must deliver the capability of being intuitive to use, promote the adoption of the solution by users, provide a greater level of functionality and adaptability than what is currently available and be scaleable for future inclusion of the City's total scope of Governing Documents.	M	Fully Compliant	Standard features include custom site branding, flexible page layout and styling, editable menu choices to improve navigation and intuitive understanding, dropdown menu to view different documents or chapters of documents, popup definitors, hyperlinked internal/external cross-references and a search bar. Optional features to improve intuitive use and greater functionality include the Content Assembler, eReader, Document Navigators, Subject Index, Quick Tables and Links, Development Calculators and Interactive GIS (which may include the land use plan and zoning map). New documents may be added at any time.
0.03		<b>User Experience:</b> Document Hosting solution must deliver an experience to users that is uncomplicated, with simplified navigation, with minimum user inputs and on screens that are uncluttered irrespective of platform utilized.	M	Fully Compliant	Standard Public View of document on desktop includes a top menu bar, sidebar Table of Contents, and document text with a background of either a solid color or client-provided image, client's choice. Standard mobile view includes document text with a collapsed top menu and collapsed sidebar Table of Contents.
0.04		<b>User Support Guides:</b> Document Hosting solution must be capable of providing (or linking to) a help guide to the end user relevant to the task that is being performed.	M	Fully Compliant	A User Guide is provided for document editors in the Admin View.
<b>1 Audit and Compliance</b>					
For both Cloud-Hosted and On-Premise Solutions, the following Audit and Federal, State and Municipal Requirements. Proposed Solution must provide technology that meets the minimum security and authentication requirements under CA State, City Charter, San Diego Municipal Code, and federal laws (i.e. but not limited to UETA (1999), E-SIGN (2000), CA Government Code Section 16.5, etc.).					
1.01		<b>ADA Compliance for Technology Solutions.</b> Proposed Solution must be compliant with ADA Technology Solutions by following the U.S. Federal standards set forth in the "Electronic and Information Technology Accessibility Standards" found at: <a href="http://www.accessboard.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards">http://www.accessboard.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards</a> and with the international standards set by the World Wide Web Consortium (W3C), found at: <a href="http://www.w3.org/WAI/guid-tech.html">http://www.w3.org/WAI/guid-tech.html</a>	M	Fully Compliant	The application meets the minimum security and authentication requirements. Additionally, we support single sign on through Microsoft at the organization level.
1.02		It is highly desirable that Proposer provide a Voluntary Product Accessibility Template (VPAT) with their response, to assist the City in making preliminary assessments regarding Section 508 accessibility of their products and services. The VPAT template is provided by the Information Technology Industry Council at <a href="http://www.itic.org/public-policy/accessibility">http://www.itic.org/public-policy/accessibility</a> .	M	Fully Compliant	The application complies with ADA Technology Solutions and follows the U.S. Federal standards.
<b>2 File Hosting/Scope Requirements</b>					
For both Cloud-Hosted and On-Premise Solutions, the following Functionality					
2.01		<b>File Hosting:</b> Ability to host Municipal Code and other Governing Documents	M	Fully Compliant	Software can be configured to host one or multiple documents.
2.02		<b>File Formats:</b> Ability to support formats such as .doc, .docx, .html or .pdf.	M	Partially Compliant	Documents must be .doc or .docx to be imported into the software system for full build-out in the Public View. Documents may be uploaded to the Document Library as .doc, .docx, or .pdf and linked in menus, text, and/or tables. Links to .html URLs are supported. Images may be uploaded in .jpg or .png format.
2.03		<b>User Interface:</b> Application must provide a simplified interface to perform document hosting functions	M	Fully Compliant	The public view has a responsive, collapsable table of contents that will allow for a simplified document interface.
2.04		<b>Outline View:</b> Ability to expand legal text via outline view to see all the Divisions, Chapters, and Articles <i>Example</i> ( <a href="https://leginfo.legislature.ca.gov/faces/codedisplayexpand.xhtml?tocCode=FGC">https://leginfo.legislature.ca.gov/faces/codedisplayexpand.xhtml?tocCode=FGC</a> )	M	Fully Compliant	Table of Contents is included for up to 6 levels (e.g. Title, Chapter, Article, Division, Section, Subsection) by default or more by request.
2.05		<b>On File Status:</b> Designates documents on-file in the Office of City Clerk <b>Linking:</b> All ordinances referenced in the Governing Documents should be cross-linked using a URL	M	Fully Compliant	We can add an Editor's Note stating the documents are on file in the clerk's office.
2.06	Traceability and Linking	<b>Scope:</b> Highlights all legal references (internal or external to COSD) and links to them (including amendments or historical versions of code) <b>Link Checking:</b> System provides automated and recurring review of links to ensure viability (e.g., broken links) and currency <b>Linking Formatting:</b> Hyperlinks are formatted for users to identify them <b>Link Cross Referencing:</b> Link cross-references to related sections within an adopted ordinance	M	Fully Compliant	Hyperlinks to external websites are supported in text and codification footnotes/history tables. Ordinance documents may also be attached and linked to the Document Library. Historical versions of the document that exist in the software may be accessed via an Archives menu option.
2.07			M	Fully Compliant	Admin View includes a Link Checker tool that identifies broken definition, cross-reference, and external links.
2.08			M	Fully Compliant	Standard hyperlink formatting (blue font with dotted underline) is employed to identify linkable terms. Alternative formatting may be requested for all link states.
2.09			M	Fully Compliant	All cross-references within a document are hyperlinked. Using the back button on a browser will place the user in the same location they were before they interacted with the cross reference.
2.10		<b>Linking Display:</b> Shows linked text in a sidebar or pop-up window by hovering over link	HD	Partially Compliant	Defined terms are displayed in a pop-up box when the term is hovered over. Preview of cross-reference or external link is not currently supported but may be developed into the system.
2.11	Versioning	<b>Historical View Option:</b> Show entire history of the Muni Code as an optional and expandable view	M	Fully Compliant	Previously published versions of the document may be accessed from the Archives menu option. The view is the same as the current version of the code, with an "Archive" watermark.
2.12		<b>History Additions:</b> Ability to expand repository of the old Muni Code and other Governing Documents that have been digitized and indexed	M	Fully Compliant	Historical documents may be linked in .doc, .docx, or .pdf formats. A full historical archive of the document may be created in the software at additional cost (referred to as a "Digital Record" in the Project Plan).
2.13		<b>Historical Search Option:</b> Includes option in search interface to surface prior versions of Muni Code	M	Partially Compliant	Search functionality currently operates only on the most recent version of document. However, the code may be viewed by ordinance number or by date if the historical ordinances are included in the Digital Record. This feature may be developed into the software.

Attachment 4: Functional Requirements Response Template			
ID	Focus	City Requirement	Proposer Completes (note: Proposers should not alter the format of this response sheet, please hover over "Solution Compliance" cell for directions. Each cell must be answered.)
		The City of SAN DIEGO Mandatory (M) or Highly	Solution Compliance Proposer Comments
2.14		<b>Historical Linking:</b> All historical Governing Documents should be linked and viewable by users if they want to review previous language that was amended with all the previous history of any changes to a specific code	M Fully Compliant Ordinance footnotes are provided to record the amendment history of each portion of the document. Footnotes may be linked to .doc, .docx, or .pdf files (.pdf preferred), or to external documentation sites such as Legistar. An Amendment History Table is also provided to display a list of all amending ordinances (linked to either a file or an external site), including customizable information such as adopted date, effective date, ordinance description, sections edited by the ordinance, and additional documentation. Edited sections listed in this table are hyperlinked. Previous versions of sections may be accessed through the Archives menu option.
2.15		<b>Versioning Display:</b> Can show previous versions of Governing Documents with a comparison to current version	HD Partially Compliant At this time, this feature is not available within enCodePlus. On the occasion that this is needed, Microsoft Word or Adobe PDF Compare may be used.
2.16	Audit Trail/ Change Log	<b>Audit Trail/Change Log:</b> Ability to keep a log of all changes made to Governing Documents	M Fully Compliant The Admin View keeps a record of all published versions of each individual portion of the document.
2.17		<b>Audit Trail Datafields:</b> Log should include at a minimum: old data, new data, date and time of change, and user who made the change	M Fully Compliant Reorded data includes date and time of last save, date and time of last publish, and Username for the person who made the change.
2.18		<b>Attachments:</b> System shall allow attaching of documents and image files	M Fully Compliant Supported document types include .doc, .docx, .pdf, .jpg, and .png. or any zipped file.
2.19	Synchronization	<b>Push-Pull:</b> Document Hosting Solution should be capable of using "Push-Pull" mechanisms to keep data synchronized	M Partially Compliant The existing API would need to be customized to ensure all fields needed are mapped.
2.20		<b>Timeliness:</b> Governing Documents are posted on effective date	M Fully Compliant System is designed to automatically publish based on effective date. If enCodePlus staff codifies the ordinances, they are guaranteed to be published within 10 business days of receiving the request. As such, posting "Adopted Ordinances Not Yet Codified" is unnecessary.
2.21		<b>Performance:</b> Document Hosting Solution performance must not be degraded during synchronizing actions	M Fully Compliant The application will not be degraded during synchronizing actions.
2.22	Compatiability	<b>Compatibility:</b> Is inter-operable with authoring tools and relevant platforms (e.g., Drupal, Microsoft)	M Fully Compliant System supports exporting documents in .docx or .pdf formats. Text may be copied and pasted from any other software.
2.23	Configuration	<b>Customizable Data Fields:</b> System will allow for customizable data fields	HD Fully Compliant Public View portals are customizable with colors, images, text, and order of items in the main menu. Other features with customizable data fields include Ordinance Footnotes, Amendment History Tables, and comment tags.
2.24		<b>Quality Control Process:</b> Provides ability to check the currency and accuracy of C	HD Fully Compliant Documents may be exported in .docx or .pdf format and compared with city-hosted documents as part of the quality control process.
2.25		<b>Definitions/Footnotes:</b> Shows definition of a legal term defined by Municipal Code, editor's notes or footnote by selecting it	HD Fully Compliant Pop-up definition links are included as a standard feature.
<b>3 Search Capabilities</b>			
3.01	Search Functionali	<b>Boolean Operators:</b> Provides ability to perform Boolean-style searches without system degradation in response time	M Fully Compliant Search tool supports Boolean operators.
3.02		<b>Search Commands:</b> Provides the ability to specify the nature of your search terms <i>Example</i> "ALL of these words or phrases" or "at least ONE of these words or phrases"	M Fully Compliant Search tool supports "and", "or", and "not" specifications. Search can also be set to search one or multiple documents.
3.03		<b>Word Stems:</b> Provides support for searches with stemming or close matches <i>Example</i> Searches for the word factory would also surface results for factories	M Fully Compliant Search tools accounts for partial and plural matches.
3.04		<b>Document Excerpts:</b> Provides ability to show excerpt of text highlighting search term(s)	M Fully Compliant Results on search page include excerpts of surrounding text. Tags may be added to portions of document to indicate "best bets" for specific search terms.
3.05		<b>Peristance of Numbering Formatting:</b> Search results can maintain original numbering of content retrieved during search	M Fully Compliant Search results maintain all original formatting of text.
<b>4 Display and Output</b>			
4.01	Display	<b>Indents:</b> Display subsections and subparagraphs with indents and be able to retain formatting upon copy	M Fully Compliant Paragraph and list formatting is customizable.
4.02		<b>On-Screen Output:</b> Can show output on screen without requirement to download a secondary rendered document	M Fully Compliant Public View is fully internet-based. No additional apps or documents are required.
4.03		<b>Image Storage:</b> Document Hosting solution must be capable of storing images and attachments on the objects in OpenText	M Fully Compliant Images are stored in a Graphics Library and may be linked to provide users in the Public View the option to click to view larger. Images may also be linked to URLs. Other file types can also be stored in the document library and linked for public viewing.
4.04		<b>Table Display:</b> Displays tables accurately	M Fully Compliant Table formatting is customizable to account for multiple header types, text, lists, and images. Table templates may be included as well.
4.05		<b>Table Export:</b> System can export tables as CSV files	M Fully Compliant Tables may be exported as CSV files with a Chrome extension.
4.06	Output	<b>MS Word Export Option:</b> Can produce output in MS Word	M Fully Compliant System is designed to export in .docx format including headers, footers, page numbering and a draft watermark as applicable.
4.07		<b>Section Breaks:</b> Can produce output in MS Word without incorrectly adding section breaks	M Fully Compliant Section and page breaks are configurable from the Admin View.
4.08		<b>Amendments:</b> Can produce output with the correct section numbering and include amendments	M Fully Compliant Ordinance footnotes and Amendment History Table export as part of the document text.
4.09		<b>Locked Output:</b> Can produce output that cannot be edited (i.e., Protected PDFs) for the public	M Partially Compliant At this time, all exports are editable files. This feature could be developed into the system.
4.10		<b>NonFee PDF Formats:</b> Formats for PDFs will be produced in a version that is free to read	M Fully Compliant PDF exports may be read using internet browsers or free PDF reader applications.
4.11		<b>Watermarks:</b> Provides option to add watermarks to downloaded files (e.g. Current, Not Current, etc.)	M Fully Compliant A watermark may be specified in the Admin View for exported documents.
4.12	Reports	<b>Reporting Details :</b> The system shall provide configurable reports	M Fully Compliant Reports may be generated for search term statistics, lists of illustrations and locked sections, comments on the document, draft and published document outlines, and Google Analytics 4.
4.13		<b>Reporting UX:</b> System's reporting should be flexible, easy to use, organized and intuitive to use	M Fully Compliant Reports are easy to generate and read.
4.14		<b>Reporting Formats:</b> System should allow for multiple formats and data should be exportable to Word, Excel, PDF and CSV	M Fully Compliant Reports may be exported to Word, PDF, or Excel.
<b>5 Access</b>			

Attachment 4: Functional Requirements Response Template			 Proposer Completes (note: Proposers should not alter the format of this response sheet, please hover over "Solution Compliance" cell for directions. Each cell must be answered.)	
ID	Focus	City Requirement	Solution Compliance	Proposer Comments
5.01	Translation	<b>Translation Disclaimer:</b> Shows disclaimer and legal caveats for translations  <b>Language Translation:</b> Provides accurate translations in multiple languages (English, Spanish, Simplified Chinese, Japanese, Arabic, Laotian, Tagalog-Filipino, Korean, and Vietnamese)	Mandatory (M) or Highly  HD  Fully Compliant	Translation is available through third-party APIs for which enCodePlus does not have control over any disclaimers they may display. Examples of disclaimers include: 1) "Google disclaims all warranties related to the translations, expressed or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and noninfringement;" and 2) "The ProQuest website utilizes the Microsoft Bing Translation API. ProQuest has made reasonable efforts in order to provide accurate translations, however, no automated or computerized translation is perfect and is not intended to replace human or traditional translation methods. The official text is the English version of the ProQuest website. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise concerning the accuracy of the information presented by the translated version of the website, please refer to the English version of the website, which is the official version."  As an Add Alternate, enCodePlus may use a third-party API to translate versions of the hosted documents. A preliminary estimate of the expense to utilize Google Translate for the City Charter and Municipal Code (excluding historical ordinances) is \$1,000. Translation fees would apply each time the code is amended and codified for which the pricing will be based upon the number of characters in each publishing.
5.03	Summarization	<b>Summarization Disclaimer:</b> Shows disclaimer / legal caveats for summarization  <b>Reading Level Summaization:</b> Provides summaries of Governing Documents at multiple reading levels	HD  HD  Partially Compliant	Summarization is available through third-party plug-ins for which enCodePlus does not have control over any disclaimers they may display.  Summarization is available through third-party plug-ins for which enCodePlus does not have control over any disclaimers they may display.
5.05	Accounts	<b>User Accounts:</b> Provides user accounts for saved searches or annotations	HD  Not Compliant	User accounts are only saved for persons specified to edit and/or publish the document in the Admin View. Name and email may be required for comments entered through the Public View, but these are not password-protected accounts.
5.06	Notifications	<b>Notification Creation:</b> Solution must have the capability to create notifications	HD  Fully Compliant	Those who want to receive notifications can sign up and receive them via email.
5.07		<b>Notification Customization:</b> Provides updates per user preferences such as when code is updated <i>Examples</i> include amendments, potential amendments, Council or Committee updates, effective dates, sunset dates, saved search profiles, etc.	HD  Fully Compliant	Those who want to receive notifications will sign up and receive notifications when a new version of the document is posted. The recipient's email will include links to any recently updated sections. Updates can include amendments, potential amendments, Council or Committee updates, effective dates, sunset dates but not saved search profiles.

## Attachment 5: Screenshots Response Template



**EnCodePlus, LLC**

**Please insert GUI and dashboard screenshots (example below) for frequent operations, reporting and analytics on this worksheet.**

Examples:

User setup

Account administration

Main dashboard

Reporting and analytics

SLA reports

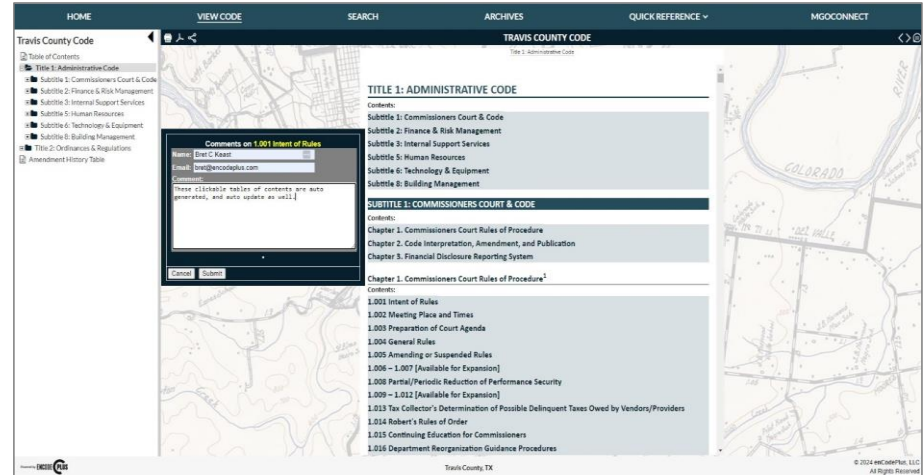
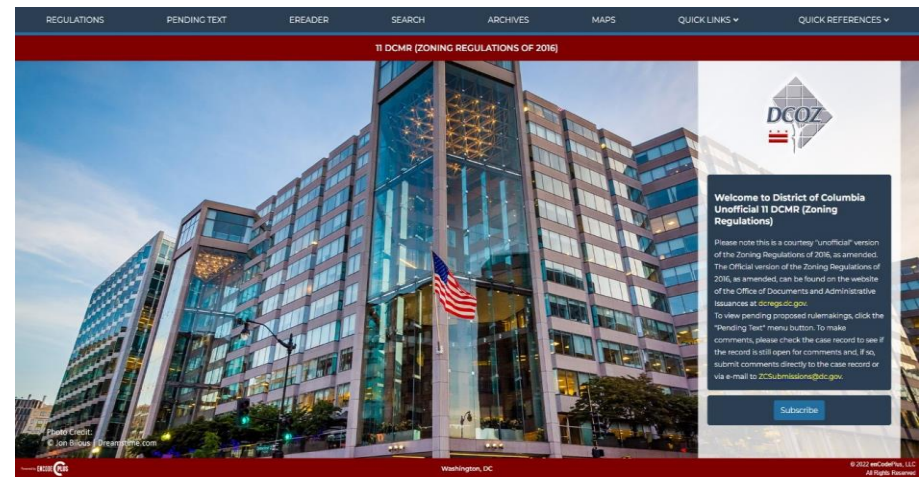
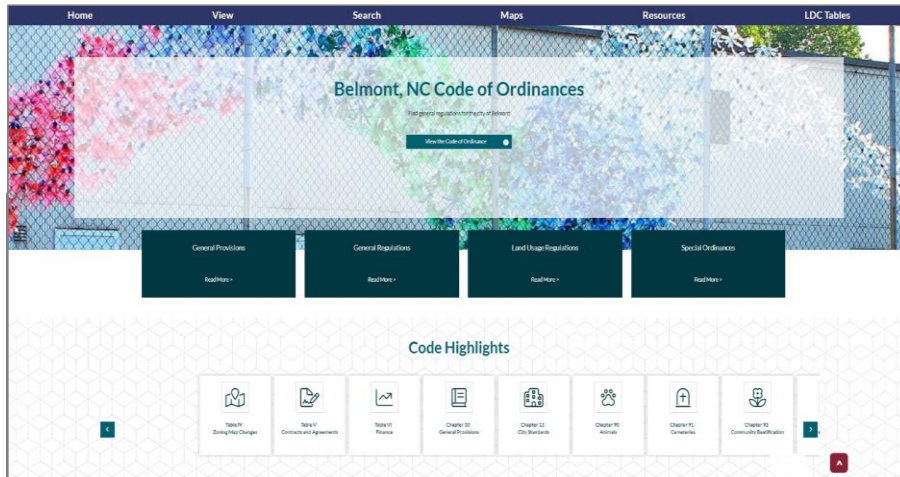
Any useful functions that differentiate your product from competition



# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## Graphical User Interface



# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## User Setup

### Maintain User List and Passwords

Adam Nowaczyk	Edit Style Sample
Alexys ECP	Edit Style Sample
Austin Gastrell	Edit Style Sample
Carmen J Bishop	Edit Style Sample
Casey Judge	Edit Style Sample
Corey Block	Edit Style Sample
Irene Huseman	Edit Style Sample
Jennan Qato	Edit Style Sample
Lily Yegazu	Edit Style Sample
Sara Morgan	Edit Style Sample
Sharon Cadena	Edit Style Sample

**User Name (aka Login) Name** **Edit Color**

webmaster None Edit Style Sample

**Email Address**

**Password** **Confirm Password**

**User Roles**

<input type="checkbox"/> Application Managers	<input type="checkbox"/> Commenter
<input type="checkbox"/> Editors	<input type="checkbox"/> enCode Staff
<input type="checkbox"/> Managers	<input type="checkbox"/> MCC Staff
<input type="checkbox"/> Publishers	<input type="checkbox"/> Staff

**Training Date**

Save New Send Password Reset Email Delete Roles



# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## Account Administration

### Edit General Configuration

Client Name:	<input type="text" value="Fairfax County, VA"/>
Document Name:	<input type="text" value="Zoning Ordinance"/>
Auto Section Numbering Enabled:	<input type="checkbox"/>
Comment Notification Email:	<input type="text" value="sharon@encodeplus.com"/>
Enable Comment Notification Emails:	<input checked="" type="checkbox"/>
Client Time Zone:	<input type="text" value="(UTC-05:00) Eastern Time (US &amp; Canada)"/>
Definitions Ordering:	<input checked="" type="radio"/> Alphabetical <input type="radio"/> Document Order
Effective Date Footnote:	<input type="text"/>
Ordinances Footnote Format:	<input type="text" value="(   Ord. {_OrdNo_}, adopted {_AdoptDate_}, effec"/>
Statutes Footnote Format:	<input type="text" value="[   Statute # {_OrdNo_}, {_Note1_}, {_AdoptDate_"/>
Enable Ordinance/Statute Validation:	<input type="checkbox"/>
Category Heading Format:	<input type="text" value="{_Cat_} Regulations"/>
Display Categories Table of Contents:	<input checked="" type="checkbox"/>
Categories TOC Label:	<input type="text" value="Contents:"/>
AutoTabs TOC Label:	<input type="text"/>
Hide Parents in User Module Doc Viewer:	<input checked="" type="checkbox"/>
Show Footer with last child:	<input type="checkbox"/>

### Document Export Options

Display Header Image:	<input type="radio"/> First Page <input checked="" type="radio"/> Every Page
Use Export Template Margins	<input checked="" type="checkbox"/>
Download Export Template	<input type="button" value="Delete"/> <input type="button" value="Upload"/>
Draft Watermark:	<input type="text"/>

# Edit Menu Items

- Home
- View ZO
- Search
- Archives**
  - Current Zoning Ordinance
    - View the Current ZO Archive
  - Historical Zoning Ordinances
  - 1941 Zoning Ordinance
    - 1941 Original
    - 1945 Reprint
    - 1954 Reprint
  - 1959 Zoning Ordinance
    - 1959 Original
  - 1978 Zoning Ordinance

Label:

Id:

Hint:

Href:

Page Params:

Page Title:

Target:

Image Source:

Enabled:

# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## User Setup

### Edit Section Numbering

Level 1			
Counter Start Value:	<input type="text" value="1"/>	Increment value:	<input type="text" value="1"/>
Counter Expression:	<input type="text" value="{_level1_}"/>		
Reset Counter on:	<input type="text" value="No Reset"/>		
Output Expression:	<input "="" type="text" value='"Part "toroman({_level1_})'/>		
Output Example:	<input type="text" value="Part VIII"/>		

Level 2			
Counter Start Value:	<input type="text" value="1"/>	Increment value:	<input type="text" value="1"/>
Counter Expression:	<input type="text" value="{_level2_}"/>		
Reset Counter on:	<input type="text" value="Level 1"/>		
Output Expression:	<input "="" type="text" value='"Ch. "toroman({_level1_})"-({_level2_})'/>		
Output Example:	<input type="text" value="Ch. VIII-7"/>		

Level 3			
Counter Start Value:	<input type="text" value="1"/>	Increment value:	<input type="text" value="1"/>
Counter Expression:	<input type="text" value="{_level3_}"/>		
Reset Counter on:	<input type="text" value="Level 2"/>		
Output Expression:	<input "="" type="text" value='"Art. "toroman({_level1_})"-({_level2_})"-({_level3_})'/>		
Output Example:	<input type="text" value="Art. VIII-7-6"/>		

### Edit Menu Items

Home	Label: <input type="text" value="Archives"/>
View ZO	Id: <input type="text" value="btn-archives"/>
Search	Hint: <input type="text" value="Click this button to access the archives"/>
Archives	Href: <input type="text" value="~/archivedialog.aspx"/>
Current Zoning Ordinance	Page Params: <input type="text"/>
→ View the Current ZO Archive	Page Title: <input type="text"/>
Historical Zoning Ordinances	Target: <input type="text" value="Open In Current Tab"/>
1941 Zoning Ordinance	Image Source: <input type="text"/>
1941 Original	Enabled: <input checked="" type="checkbox"/>
1945 Reprint	
1954 Reprint	
1959 Zoning Ordinance	
1959 Original	
1978 Zoning Ordinance	

Save Delete New Move Up Move Down < >

### Edit Template



Selected Thumbnail	Name	Description
<input checked="" type="radio"/>	West Palm Beach	Top navigation with no icons and a full page rotating background image. Variable positioned opening text with or without contact email button.

Edit Template Delete Template Upload



# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## Main Dashboard

Savannah, Georgia City of Savannah Code of Ordinances

WebMaster

Home  
Help & Support  
Regulations  
Edit Regulations  
Publish  
Export  
Import  
Edit Other Page Content  
Document Library  
Comments and Responses  
Reports and Listings  
Quick Tables Configuration  
Users and Passwords  
Edit Configuration

SUPPLEMENT HISTORY TABLE  
DIVISION I - THE CHARTER AND RELATED LAWS  
Division I - Footnote 1  
ARTICLE 1. - NAME, POWERS, BOUNDARIES  
ARTICLE 2. - MAYOR AND ALDERMEN  
ARTICLE 3. - ORGANIZATION, ADMINISTRATION, PERSONNEL  
CHAPTER 1. - CITY MANAGER  
Section 3-101. - Appointment and tenure generally.  
Section 3-102. - Official title.  
Section 3-103. - Qualifications.  
Section 3-104. - City officers and employees not eligible for re-election.  
Section 3-105. - Residence.  
Section 3-106. - Salary.  
Section 3-107. - Quarters.  
**Section 3-108. - Powers and duties generally.**  
Section 3-109. - Authority relative to officers and employees.  
Section 3-110. - Execution of contracts.  
Section 3-111. - Reports to manager.  
Section 3-112. - Removal.  
Section 3-113. - Acting manager.  
Section 3-114. - Temporary manager.  
Section 3-115. - Mayor and Aldermen not to appoint.  
Section 3-116. - Effect of chapter on existing rights.  
CHAPTER 2. - CITY DEPARTMENTS, OFFICERS AND EMPLOYEES  
CHAPTER 3. - CIVIL SERVICE  
CHAPTER 4. - CITY OF SAVANNAH EMPLOYEES' RETIREMENT  
ARTICLE 5. - FINANCE AND TAXATION

Section 3-108. - Powers and duties generally.

Section 3-108. - Powers and duties generally.

In addition to those elsewhere in this chapter provided, the following powers are hereby conferred on the [city manager](#) and the following duties are required of him:

1. He shall be the chief executive [officer](#) and head of the administrative branch of the [City](#) government;
2. He shall be responsible to the [Mayor and Aldermen](#) for the proper administration of the affairs committed to his charge;
3. He shall devote all of his working time to his duties as city manager;
4. He shall have the right to request the counsel, advice or opinion of the city attorney and assistant city attorneys concerning any matter affecting the [interest](#) of the City; and it shall be their duty to respond to such request to the best of their abilities;
5. He shall have the power, subject to the [approval](#) of the Mayor and Aldermen, to change, consolidate or abolish any of the [offices, departments](#) or functions over which he exercises supervision and control, and create in lieu thereof such other offices, departments and functions as he may deem best, which offices, departments and functions, when so created, shall be under his supervision and control as fully as if specified in section [3-109](#) of this chapter;
6. No claims against or in favor of the City shall be paid or collected without prior approval of the city manager;
7. All [bonds](#) required of the officers and [employees](#) shall be subject to the approval of the city manager;
8. He shall attend all meetings, stated and special, of [Council](#) with the right to take part in the discussion, but [not](#) to vote;
9. He shall have the right to recommend to Council for its adoption such measures as he may deem necessary or

Comments

New Filters: + (filters active)

Comment Text	Id
No comments for this section	



- 📁 ARTICLE 6. - STREETS AND SIDEWALKS
- 📁 ARTICLE 7. - MUNICIPAL UTILITIES
- 📁 ARTICLE 8. - BOARDS, COMMISSIONS AND AUTHORITIE
- 📁 ARTICLE 9. - GENERAL PROVISIONS
- 📁 ARTICLE 10. - RELATED STATE LAWS
- 📁 APPENDIX I. - SPECIFIC POWERS ENUMERATED
- 📁 APPENDIX II. - CORPORATE LIMITS AND OTHER BOUND
- 📁 APPENDIX IV. - CITY OF SAVANNAH EMPLOYEES' RETIRE
- 📄 CHARTER COMPARATIVE TABLE - ACTS
- 📄 CHARTER COMPARATIVE TABLE - ORDINANCES
- 📁 DIVISION II

9. He shall have the right to recommend to Council for its adoption such measures as he may deem necessary or expedient;

10. He shall see that all terms and conditions in favor of the City or its inhabitants in [contracts](#) with [public utilities](#) and others are faithfully kept and performed;
11. He shall prepare the budget of the City annually, and submit it to the Mayor and Aldermen, and be responsible for its administration after its adoption by the Mayor and Aldermen;
12. He shall prepare and submit to the Mayor and Aldermen, within ninety [days](#) after the end of each fiscal [year](#), a complete annual report on the finance and administrative activities of the City for the preceding year; and make such other financial reports from time to time as may be required by the Mayor and Aldermen or by the charter of the City.
13. He shall have the power to investigate the affairs, [records](#), accounts and expenditures of the various [commissions](#)

body h5



# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## Main Dashboard II

Savannah, Georgia City of Savannah Code of Ordinances WebMaster

- Home
- Help & Support
- Regulations**
  - Edit Regulations
  - Publish**
  - Export
  - Import
- Edit Other Page Content
- Document Library
- Comments and Responses
- Reports and Listings
- Quick Tables Configuration
- Users and Passwords
- Edit Configuration

Publish Regulations	Publish Other Page Content	Withdrawn	Unspecified
<input type="checkbox"/>	<input type="radio"/>		
Copyright			
<input type="checkbox"/>	<input type="radio"/>		
DIVISION II			
<input type="checkbox"/>	<input type="radio"/>		
Part 8 - PLANNING AND REGULATION OF DEVELOPMENT			
<input type="checkbox"/>	<input type="radio"/>		
CHAPTER 3. - ZONING (EFFECTIVE SEPTEMBER 1, 2019)			
<input type="checkbox"/>	<input type="radio"/>		
Article 7.0 Overlay Districts			
<input type="checkbox"/>	<input type="radio"/>		
Sec. 7.10 Cuyler-Brownville Historic Overlay District			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	11/22/2022
<b>7.10.10 Cuyler-Brownville Historic District Design Standards</b>			
<input type="checkbox"/>	<input type="radio"/>		
Sec. 7.11 Streetcar Historic Overlay District			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	11/22/2022
<b>7.11.10 Streetcar Historic District Design Standards</b>			
<input type="checkbox"/>	<input type="radio"/>		
Article 13.0 Abbreviations and Definitions			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	10/10/2019
<b>Sec. 13.2 Defined Terms, General</b>			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	12/8/2022
<b>Appendix A-2: Planned Development Districts</b>			
<input type="checkbox"/>	<input type="radio"/>		
A-2.5 Eastern Wharf			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	7/9/2020
<b>Sec. 8-3353. Definitions.</b>			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	Unspecified
<b>A-2.6 East Broad Market Lofts PD</b>			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3390 Purpose			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	Unspecified
Sec. 8-3391 Control			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3392 Planning			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3393 Variances			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3394 Modifications			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3395 Administration and Enforcement			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3396 Districts			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3397 Measurement of Standards			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3398. Permitted Uses			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3399. Prohibited Uses			
<input type="checkbox"/>	<input type="radio"/>	Deleted	2/25/2021
Sec. 8-3398. Permitted Uses			
<input type="checkbox"/>	<input type="radio"/>	Changes Pending	4/26/2018
Sec. 8-3400 Development Standards			



Sec. 8-3401. General Development Guidelines

Changes Pending

4/26/2018



Sec. 8-3402. Definitions

Changes Pending

4/26/2018

View UnPublished Approved Sections

Status

Effective Date

Tools

Approve Changes

Publish

History

Reassert

Change Eff Date

Unapprove All

Lock

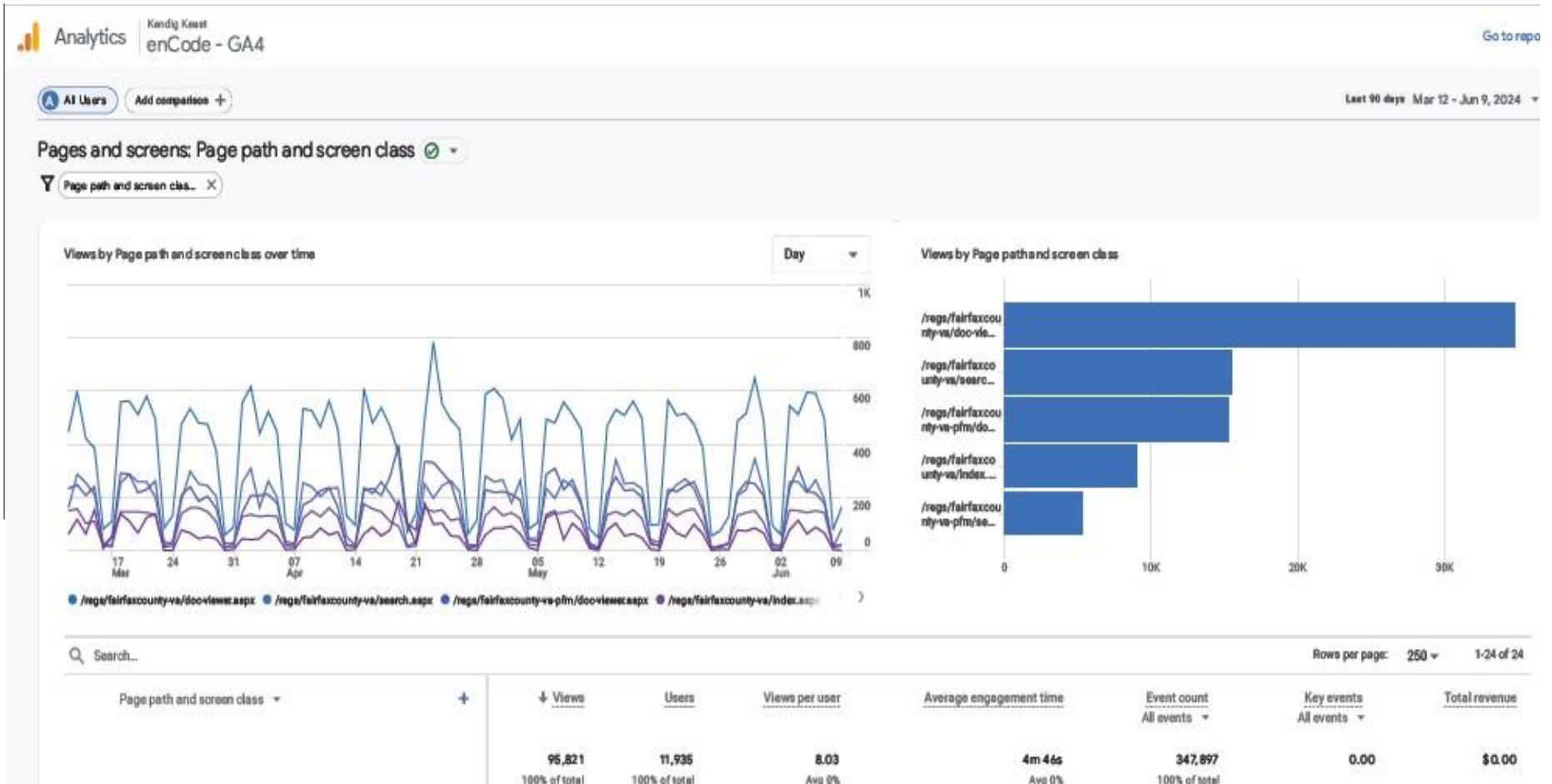
Unlock

Print

# Attachment 5: Screenshots Response Template

EnCodePlus, LLC

## Reporting & Analytics



1	/regs/fairfaxcounty-va/doc-viewer.aspx	34,778	8,170	4.26	4m 02s	119,030	0.00	\$0.00
2	/regs/fairfaxcounty-va/search.aspx	15,513	1,663	9.33	1m 39s	64,515	0.00	\$0.00
3	/regs/fairfaxcounty-va-pfm/doc-viewer.aspx	15,249	3,461	4.41	4m 12s	54,305	0.00	\$0.00
4	/regs/fairfaxcounty-va/index.aspx	9,043	2,621	3.45	26s	34,174	0.00	\$0.00
5	/regs/fairfaxcounty-va-pfm/search.aspx	5,281	573	9.22	2m 17s	22,827	0.00	\$0.00
6	/regs/fairfaxcounty-va-pfm/index.aspx	4,635	1,366	3.39	25s	17,140	0.00	\$0.00
7	/regs/fairfaxcounty-va-cp/search-modal.aspx	3,059	447	6.84	13s	6,677	0.00	\$0.00
8	/regs/fairfaxcounty-va/	2,833	1,417	2.00	18s	11,621	0.00	\$0.00
9	/regs/fairfaxcounty-va/autotabs.aspx	1,339	464	2.89	2m 12s	4,285	0.00	\$0.00
10	/regs/fairfaxcounty-va-cp/doc-viewer.aspx	1,205	388	3.11	3m 01s	4,029	0.00	\$0.00
11	/regs/fairfaxcounty-va-cp/	852	353	2.41	22s	3,358	0.00	\$0.00
12	/regs/fairfaxcounty-va-cp/page/policyplan	761	302	2.52	21s	1,910	0.00	\$0.00
13	/regs/fairfaxcounty-va/calculators.aspx	318	204	1.56	8s	1,048	0.00	\$0.00
14	/regs/fairfaxcounty-va-pfm/autotabs.aspx	309	190	1.63	1m 04s	1,015	0.00	\$0.00

**Attachment 6: Cost Proposal - SaaS Solution**

	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Proposer Comments <i>(highlight assumptions if any)</i>
<b>PROPOSER (ORGANIZATION) NAME HERE</b>												
<b>Section 1: Licensing and Maintenance Costs</b>												
<b>Option A - Enterprise License (Unlimited Users)</b>												
Enterprise License Fees: Unlimited Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Maintenance and/or License Fee Add-Ons	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	Cloud Library
Other (Explain)	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Setup of the Archive Manager and Cloud Library.
<b>Option A Total Costs</b>	<b>\$1,500.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	
<b>Option C - Named Users Based Pricing</b>												
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	50	50	50	50	50	50	50	50	50	50	50	
Price per User	\$0.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	
<b>Option D Total Costs</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	
<b>Section 2: Implementation, Transition, and Training Costs</b>												
<b>Implementation, Transition, and Training Costs</b>												
User Training Cost	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Two-day virtual training for 50 trainees, each with password-protected Admin Portal access. Only applicable for self-publishing. Alternatively, \$4,500 for on-site classroom-style training.
Project Strategy, Planning and Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Business Requirements Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Application Configuration and System Setup	\$3,500.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	Historical Ordinances upload to Cloud Library (\$2,500) and translation to nine languages (\$1,000). Annual fee (\$100) is for translation of codified ordinances.
Develop Modifications and Interfaces	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Interface template brand personalization.
Integration to Other Software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Unknown until other software is identified.
Data Conversion (may include data mapping, migration or cleansing)	\$13,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	City Charter and Municipal Code.
Testing (unit, system, performance, user acceptance and regression)	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Change Management and/or Any Other Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Deployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Stabilization/Post-Go-Live Transition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Implementation, Transition, and Training Costs</b>	<b>\$22,100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Section 3: Other Additional Costs</b>												
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	Other one-time and annual costs may apply if the city opts to print hardcopy binders, build a Digital Database of the Historical Ordinances or add any of the Zoning Modernization features.
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Other Additional Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Section 4: Additional Opportunities for Cost Savings/Efficiency Gains (Optional-will not be included in cost evaluation)</b>												
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	Provide details of cost saving opportunities
<b>Annual Subscription Fee (Sections 1 + 3)</b>	<b>\$1,500.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	
<b>Sum for Summary Sheet (Sections 1 + 2 +3)</b>	<b>\$23,600.00</b>	<b>\$6,350.00</b>	<b>\$6,350.00</b>	<b>\$6,350.00</b>	<b>\$6,350.00</b>	<b>\$6,350.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	

**Implementation and First Five Years of Contract Ownership** \$55,350.00

Please note, the above number will be used to evaluate the cost of the proposal. Ensure that it is inclusive of all costs associated with the contract for a length of 5 years. The City will not pay costs exceeding the above amount unless agreed to in writing.

**Total Contract Cost of Ownership (All Ten Years)** \$86,600.00

The City recognizes that estimating costs for technologies can be difficult. As such, the above is an estimate and final number will be confirmed in writing if options to renew are exercised.

<b>Unit Cost:</b>	<b>1 License</b>		Unit Cost Comments:
Based on an initial estimated volume of 50 users, please confirm the unit cost of a single additional license:	\$120.00	Not Applicable	

<b>Price Breaks:</b>	Please provide a percentage discount based on additional licensing uptake:					Price Break Comments:
Named or Concurrent Users:	1-25	26-50	51-75	76-100	100+	
Percentage Discount:	5%	8%	10%	12%	15%	

**Estimated Volume:**

Estimated Annual Named Users: 50, or  
Estimated Annual Concurrent Users: 50

**Contract Term:**

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

*Please create a table below detailing proposed milestones and their corresponding progress payments.*

*Table should correspond to project plans outlined in Attachment 1 - Interrogatories, Section 2*

<b>Estimated Number of Days Post Contract Signing</b>	<b>Milestone Completed</b>	<b>Amount Due</b>	
30 days	System Interface Design	\$	6,500
30 days	Deliverable 1 (Chapters 1-9)	\$	6,550
30 days	Deliverable 2 (Chapters 10-15)	\$	6,550
30 days	Test Planning, Training & Roll Out	\$	4,000
<b>120 days</b>	<b>Total Due</b>	<b>\$</b>	<b>23,600</b>

	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Proposer Comments
<b>Optional Services (will not be included in cost evaluation)</b>												
Additional Fee for Hyper Care Support after Go-Live (cost per week)	\$500											
Optional Service: Code or Zoning Navigator	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Optional Service: Three development calculators (city choice)	\$8,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Applicable for the zoning regulations only.
Optional Service: GeoZone Bundle	\$18,700	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	Applicable for the zoning regulations only.
Optional Service: Content Assembler	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Applicable for the zoning regulations only.
Optional Service: Codification Services	\$450	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	Assumes enCodePlus services to codify 200 pages per year. Fee will vary according to the number of amended ordinance pages. There is no codification fee if the city self codifies and publishes.
<b>Hourly Rates for Additional Service Requests (will not be included in cost evaluation)</b>												
Title 1 (e.g. Project Manager, Developer, Tester)	\$200.00	CEO. Responsibilities may include writing scope parameters and specifications for add-alternate customizations.										
Title 1 (e.g. Project Manager, Developer, Tester)	\$150.00	Developer. Responsibilities may include add-alternate services to customize the applications or to interface with other software programs.										
Title 1 (e.g. Project Manager, Developer, Tester)	\$150.00	Operations Manager. Responsibilities may include project management to migrate the historical ordinances into the Digital Database.										
Title 1 (e.g. Project Manager, Developer, Tester)	\$125.00	Lead Build Associate. Responsibilities may include codification of ordinances adopted during the project duration.										
Title 1 (e.g. Project Manager, Developer, Tester)	\$100.00	Build Associate. Responsibilities may include ingestion of the historical ordinances into the Digital Database.										
Title 1 (e.g. Project Manager, Developer, Tester)	\$0.00	Please include title and responsibilities										
Title 1 (e.g. Project Manager, Developer, Tester)	\$0.00	Please include title and responsibilities										





September 11, 2024

VIA EMAIL TO: [bret@encodeplus.com](mailto:bret@encodeplus.com)

Bret Keast  
enCode Plus, LLC  
77 Sugar Creek Center Boulevard, Suite 600  
Sugar Land, TX 77478

Reference: Request for Proposal (RFP) No. 10090138-24-B, Municipal Code and  
Governing Documents Hosting Software

Subject: Exceptions Letter

Dear Mr. Keast:

Exhibit A, paragraph 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 bidder’s exceptions, reject bidder’s exceptions and deem the bid non-responsive, or award the Contract without bidder’s proposed exceptions.”

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The City of San Diego (“City”) and enCode Plus, LLC (“Contractor”) agree as follows:

1. The City accepts Contractor’s request to modify Exhibit C, City of San Diego General Contract Terms and Provisions applicable to Goods, Services, and Consultant Contracts, ARTICLE I Scope and Term of Contract, and ARTICLE I is revised by adding sections 1.4 and 1.5, to read as follows:
  - 1.4 **Licensed Technology.** Contractor grants City a non-transferable, non-exclusive, limited, non-assignable, and non-sublicensable right to use the Licensed Technology (as defined in section 1.5, below) pursuant to the terms of this Contract including payment of all applicable Fees. This right to use and access the Licensed Technology is for unlimited concurrent use for City governmental purposes, including on- and off-site access. This right to use gives only certain rights to City. All other rights are reserved to Contractor.
  - 1.5 **Scope of Use.** City acknowledges and agrees that the Licensed Technology (defined as Contractor’s proprietary software, programs or documentation or any third-party software or other intellectual property or documentation provided to allow the City to access and utilize the Licensed Technology in conformance with this

Contract or to make the Licensed Technology available to the City over the Internet) is furnished to City for the sole use of City during the term of this Contract. City shall use the Licensed Technology only for City's own internal purposes and shall not, without the prior written approval of Contractor, either allow any third party (defined as other than employees who have a "need to know" the same in furtherance of City's own internal purposes and are legally obligated to preserve and protect the secrecy thereof) to obtain the Licensed Technology or allow any use of the Licensed Technology for the benefit of any third party other than strictly for City's own internal purposes.

2. The City accepts Contractor's request to modify Exhibit C, City of San Diego General Contract Terms and Provisions applicable to Goods, Services, and Consultant Contracts, ARTICLE VI Intellectual Property Rights, and ARTICLE VI is revised by adding sections 6.9, 6.10, 6.11, 6.12, and 6.13, to read as follows:

**6.9 Limitations on Use of Software.** City must not:

**6.9.1** Reverse engineer, reverse assemble, decompile or disassemble the software, or otherwise attempt to derive source code from the software or any component thereof;

**6.9.2** Publish or distribute materials for which City does not have intellectual property rights, or which are outside of the scope of this right to use;

**6.9.3** Access the server-side programs and source code upon which the software is based, except to use the Internet-based interfaces provided by Contractor, and except for the HTML and browser-based script code that the server-side programs generate and deliver to end-users;

**6.9.4** Alter the functionality of the software including by composition or injection of unapproved software or services;

**6.9.5** Copy, reproduce, modify, sell, lease, sub-license, market, or commercially exploit in any way the software or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Contract; and

**6.9.6** Use, or permit the use of, the software except within the scope of use set out in this Contract. City agrees that it shall not provide access to or perform services for third parties using the software including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.

**6.10 Acknowledgement of Proprietary Rights**

**6.10.1** City acknowledges that Contractor holds all right, title and interest in and to the Licensed Technology, including all materials, media and copies thereof, and

including all intellectual property rights (trade secrets and copyrights) pertaining thereto, and that this Contract conveys to City only a limited right to use the Licensed Technology. Such right is fully revocable in accordance with the provisions of this Contract. City agrees that, except for such right of use, it shall not assert any right, title, or interest in or to the Licensed Technology.

**6.10.2** City acknowledges that the Licensed Technology constitutes commercially valuable, proprietary, confidential products of Contractor, the design and development of which reflect a considerable effort on the part of skilled development professionals and the investment of considerable time and money. City further acknowledges that the Licensed Technology contains substantial Trade Secrets of Contractor, which have been entrusted to City for use only as expressly authorized under this Contract. As used in this Contract, Trade Secrets mean and include any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that its confidentiality affords Contractor a competitive advantage over its competitors). Trade Secrets include (without limitation) the source code, system design and specifications, command structure, algorithms, and input and output formats pertaining to the Licensed Technology. Trade Secrets do not include, however, any data or information that (i) is generally known to the public, (ii) has been or is disclosed to City as a matter of right and without restriction by a third party who has lawfully obtained such data or information without obligation to Contractor, (iii) is independently developed by City without reliance in any way on the Licensed Technology, or (iv) is approved for unrestricted publication by Contractor at any time. If required by applicable law or order of any government authority, City may disclose to such authority data, information, or materials pertaining to or involving the Licensed Technology only to the extent required by such law or order..

**6.10.3** Contractor claims and reserves to itself all rights and benefits afforded under United States copyright law and all international copyright conventions in all Licensed Technology as restricted, unpublished works.

**6.10.4** With the exception of any records that are exempt from disclosure under applicable law, all records of a government body are presumed to be public records, open to inspection by members of the public.

**6.10.5** Trade Secrets are to be kept confidential, unless otherwise required by law or ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information.

**6.10.6** If a request is made by a member of the public to examine the Licensed Technology and related records, including the portion or portions thereof for which a confidentiality request has been made by Contractor in writing under this Contract, the City will use reasonable efforts to notify the Contractor and will, to the extent legally permissible, keep confidential the Licensed Technology and related records,

pending action by the Contractor requesting confidentiality to defend its request. The Contractor may file suit seeking the entry of a declaratory order or injunction to protect and keep confidential such portion of the Licensed Technology and related records. Absent such action by Contractor requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the Licensed Technology and related records confidential, said information will be released for public examination. Contractor shall be responsible for all costs relating to a declaratory judgment or injunctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

#### **6.11 Restrictions on Use and Copying.**

**6.11.1** City shall devote its reasonable efforts, consistent with the practices and procedures under which it protects its own most valuable proprietary information and materials, to protect the Licensed Technology against any unauthorized or unlawful use, disclosure, dissemination, or copying.

**6.11.2** City shall not, at any time, disclose or disseminate the Licensed Technology (including any extract, copy, adaptation, or transcription thereof), or the Trade Secrets embodied therein, whether in whole or in part, to any employee, consultant, contractor, or other person who does not have a need to know and obtain access thereto in order to give effect to the rights granted to City under this Contract, in order to maintain the proprietary and confidential nature of such materials and to limit use and copying thereof and access thereto as required by the terms of this Contract. City shall require any persons authorized to have access to the Licensed Technology to accept the terms and conditions of such access.

**6.11.3** City shall not make hard copies of the Licensed Technology.

**6.11.4** Under no circumstances may City decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the Licensed Technology.

#### **6.12 Ownership of Content.**

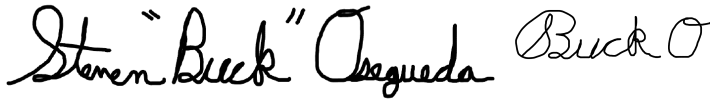
**6.12.1** City is the sole owner of all documents and information provided by City that will be accessed by City and others through use of the software (City Documents). Nothing in this Contract grants Contractor any interest in the City Documents and the City has the sole rights to use and to authorize others to use the City Documents regardless of whether this Contract remains in effect.

**6.12.2** Contractor may post "terms of service" on web pages that are used to access the software, which may disclaim, except as to City as set forth in this Contract: (1) any interest of Contractor in City's contents; and (2) any damages that may occur due to malware, viruses, or other malicious code that may be accessible through City's content.

**6.13 Survival of Obligations.** City's obligations in section 6.10 of this Article VI shall survive the termination of the Contract and remain in effect for so long as Contractor is entitled to protection of its rights in the Licensed Technology under applicable law.


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

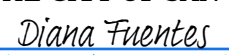
Sincerely,

Handwritten signature of Steven "Buck" Osegueda in black ink. The signature is written in a cursive style and includes the name "Steven 'Buck' Osegueda" followed by a smaller "Buck O" to the right.

Buck Osegueda  
Associate Procurement Contracting Officer  
Purchasing & Contracting

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

ENCODE PLUS, LLC  
By:  \_\_\_\_\_  
Name: Bret C. Keast  
Title: CEO  
Date: 09.20.24

THE CITY OF SAN DIEGO  
By:   
Diana Fuentes (Jan 21, 2025 16:33 PST)  
Name: Diana Fuentes  
Title: City Clerk  
Date: Jan 21, 2025



September 30, 2024

VIA EMAIL TO: [bret@encodeplus.com](mailto:bret@encodeplus.com)

Bret Keast  
enCode Plus, LLC  
77 Sugar Creek Center Boulevard, Suite 600  
Sugar Land, TX 77478

Reference: Request for Proposal (RFP) No. 10090138-24-B, Municipal Code and  
Governing Documents Hosting Software

Subject: Clarifications Letter

Dear Mr. Keast:

This letter confirms our agreement to the clarification of certain terms of the Contract relating to the above-referenced solicitation (RFP). The RFP Evaluation Committee determined that Contractor met the specifications and requirements of the RFP after a comprehensive review of the proposal submitted by enCode Plus, LLC ("Contractor") in response to the RFP issued by the City of San Diego ("City"). Contractor was deemed responsive because they fulfill the mandatory requirements outlined in EXHIBIT A – PROPOSAL SUBMISSION AND REQUIREMENTS, Attachment 3 – Technical Requirements, and Attachment 4 – Functional Requirements, in addition to the other specifications of the RFP.

As a result of the functionality being the core of the specifications of the RFP, the basis for the pricing of Services could differ depending on the vendor. Contractor's pricing for the Services is based on Attachment 6 – Cost Proposal pages submitted by Contractor, as required by Section 2.16 of EXHIBIT A – PROPOSAL SUBMISSION AND REQUIREMENTS, which includes a per page pricing of \$8.00 for the initial services and necessitates some clarification regarding the initial services and optional services.

San Diego Municipal Code §22.3008 – Invitations to bid, Requests for Qualifications and Proposals, section (b)(1) states, "The City may negotiate the terms of a contract with the winning bidder based on the request for proposals and bidder's proposal, or award the contract without further negotiation."

Article V – CONTRACT DOCUMENTS, section 5.1 – Contract Documents, of the RFP, states: "The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; Contractor's Proposal, the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any."

City and Contractor agree to the clarification of terms of the Contract as follows:

1. **Initial Services.** City and Contractor agree that “Municipal Code and other governing documents” as stated in Exhibit B – SCOPE OF WORK, Section A.1. for the purpose of the initial services, and subject to the SaaS Solution and Progress Payments pages of Contractor’s Attachment 6–Cost Proposal, are the San Diego Municipal Code and San Diego Charter.

2. **Optional Services.** City may, in writing, request additional documents and functions as optional services. Contractor will provide the City a written proposal for the optional services with pricing based upon the per page pricing of \$8.00 and the Optional Services page of Attachment 6. – Cost Proposal, which sets the price for Optional Services and Hourly Rates for Additional Service Requests. If acceptable to City, City will attach to the Contract the written request and proposal without further City Council approval required. Work shall not begin until the City provides the Contractor a written notice to proceed with the optional services.


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


Sincerely,



Buck Osegueda  
Associate Procurement Contracting Officer  
Purchasing & Contracting

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

ENCODE PLUS, LLC  
By:   
Name: Bret C. Keast  
Title: CEO  
Date: September 30, 2024

THE CITY OF SAN DIEGO  
By:   
Name: Diana Fuentes  
Title: City Clerk  
Date: Jan 21, 2025