

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090154-24-S,
Energy Billing and Usage Management 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) 10090154-24-S, Energy Billing and Usage Management Software (Contractor).

RECITALS

On or about 04/09/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide an Energy Billing and Usage Management Software 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 Sustainability and Mobility Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Megan Ong
1200 Third Ave, Ste 1800
(619) 236-7077
mong@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. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$ 561,010.21. TJ
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

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

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

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

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

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

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

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

CONTRACTOR

EnergyCAP

Proposer

Street Address

City

Telephone No.

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name: Claudia C. Abarca

Director, Purchasing & Contracting Department

03/26/2025

Date Signed

BY:

Tucker Johnson

Tucker Johnson (Mar 26, 2025 15:02 PDT)

Signature of
Proposer's Authorized
Representative

Tucker Johnson

Print Name

CFO

Title

03/26/2025

Date

Approved as to form this ____ day of

_____, 20____.
HEATHER FERBERT, City Attorney

Frederick M. Ortlieb

BY: Frederick M. Ortlieb (Mar 26, 2025 16:43 PDT)

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

1.2.1 Electronic Proposals. The City will also accept electronic proposals, but they must be submitted through the City's eBidding System, PlanetBids. Instructions for electronic submissions are provided as an attachment in PlanetBids.

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 this RFP.

1.4.1 Reserved.

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

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

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

Tab A – Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued,

the latest Addendum Contract Signature Page is required.

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 IT City Standards and Technical Alignment (Exhibit D)

2.8 Additional Information as required in Exhibit B.

2.9 Technical Requirement (Exhibit E).

2.10 Functional Requirements (Exhibit F).

Tab B – Executive Summary and Responses to Specifications.

2.11 A title page.

2.12 A table of contents.

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

2.14 Proposer's response to the RFP.

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

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

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the

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

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

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

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

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

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

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

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

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

inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

B. PRICING

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

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within 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. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Functional Requirements	30
1. Ability to meet the Key Program Requirements as an existing functionality.	
2. Ability to meet Key Program Requirements with new functionality.	
3. Technical aspects of the Proposal.	
4. Product support and commitment to service, including training, depth of resources available to provide upgrades, and continuous maintenance support.	

C. Firm's Capability to provide the services and expertise and Past Performance. **25**

1. Relevant experience of the Firm, including but not limited to project managers, developers, business analysts, and account representatives who will be assigned and dedicated to the City's account.
2. Previous relationship of firm and subcontractors on similar projects
3. Other pertinent experience
4. Past/Prior Performance
5. Capacity/Capability to meet The City of San Diego's needs in a timely manner.
6. Reference checks

D. Price. **20**

E. Mandatory Demonstration/Presentation. **10**

1. Software (Bill processing and payment)
2. Reporting and analytics
3. Real Time Operation
4. Thoroughness and Clarity of Presentation

SUB TOTAL MAXIMUM EVALUATION POINTS: **100**

F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms* **12**

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: **112**

*The City shall apply a maximum of an additional 12 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 TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

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

1.1 Additional Insurance. Technology Professional Liability Errors and Omissions Insurance appropriate to the Vendor's profession and work hereunder, with limits not less than \$2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.

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.

- G. 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. OVERVIEW

The City of San Diego (City) is the 8th largest city in the United States with a population of approximately 1.38 million. The City's municipal facilities have over 3,900 electric and gas accounts. The Energy Division of the Sustainability and Mobility Department (Department) of the City is responsible for management, billing and reporting on energy use for all City departments and agencies. Appropriate bill payment, dispute management, cost allocation and energy consumption analysis are fundamental to the City's management of its energy costs and sustainable use of energy resources.

B. BACKGROUND

The Department currently uses an Electronic Data Interchange (EDI) Invoice processing application and its data warehouse and reporting tools to manage this process. With this RFP, the City intends to rebid its Energy Billing and Consumption processing system with a commercial off the shelf (COTS) application solution to support its business requirements.

The City purchases its electrical commodity from its community choice aggregator San Diego Community Power (SDCP), and that electricity is transmitted and delivered by San Diego Gas & Electric Company (SDG&E). SDG&E controls the billing of accounts and collection of payment on behalf of both entities. The Department oversees invoices and account management for the entire City. Industry-standard EDI is used to provide invoices electronically. Accounts are invoiced monthly, and the City receives bills in daily batches. City staff reviews, approves, and submits for payment from these invoices every week.

SDG&E transmits invoice data using the EDI 810 format. The 810 data is sent directly to the current vendor using Secured File Transfer Protocol (SFTP). The encrypted 810 data is decrypted, processed, and loaded into the vendor's database. An EDI 997 Functional Acknowledgement is transmitted back to SDG&E. The resulting invoice data is made available to the City through a web based user interface. Proposers are expected to specify a system using EDI and other technologies that will emulate the current process, replacing the existing current system.

The Department reviews the invoices from the user interface, associates City accounting details, flags problem invoices, reviews accounting information and proration percentages, adds new accounts if needed, and approves the invoices for payment. After staff review, the approved invoice data is exported and reformatted for import into the City's SAP-based accounting system for payment. The exported data is placed on the vendor's SFTP server, where it is retrieved by the City.

Beyond bill payment, the Department staff also leverages the Energy Management Software solution to understand building usage, trends, and cost. As such, customizable ad hoc reporting is a critical element of the Energy Billing and Usage Management Software solution. The Department has a number of regularly scheduled reports, as well as ongoing needs for ad hoc reporting.

C. OBJECTIVES AND GOALS

The City of San Diego passed its updated Climate Action Plan (CAP) in July 2022, which established ambitious goals and targets for the City's facilities and fleets. This RFP supports the goals and strategies of the CAP by providing better visibility, tracking, and reporting of the initiatives occurring within the City. The City's primary objectives in issuing this RFP are to:

1. Develop a partnership with an energy management software provider to obtain a COTS application to support the City's energy billing and reporting requirements.
2. Obtain an Energy Billing and Usage Management Software solution that will allow the City to review bills, flag problem bills, review accounting information, add new accounts, and approve the bills for payment.
3. Better position the City to monitor and verify energy usage within City facilities and provide actionable data to facilitate DER deployment

D. KEY PROGRAM AND CONTRACTOR REQUIREMENTS

The City considers the following factors as critical to the success of this project:

- Improved Energy EDI services and performance.
- Seamless integration with SAP.
- On time delivery and implementation.
- Improved accuracy of reported data and ability to flag issues.
- Simple user interface prompting streamlined operation and easy use.
- Simple user interface for generating ad hoc reports.
- Simple user interface for accessing data across meters, accounts, buildings, and departments.
- Comprehensive training plan or curriculum.

E. TECHNICAL AND FUNCTIONAL REQUIREMENTS

The City has outlined the technical and functional requirements in Exhibit E – Technical Requirements and Exhibit F – Functional Requirements. These Exhibits include required and desired features. Proposers are required to indicate whether their solution meets City requirements, to what extent it meets City requirements, and to what extent modifications or customizations are required. All requirements identified with a “Fully Compliant” response shall be assumed to be available in an 'out of the-Box' format at the time of RFP submittal (i.e. beyond release candidate and beta testing). Any requirements marked as “Partially Compliant” shall require further explanation from the Proposer in the “Comments” section. If there are costs associated with making the requirement fully compliant, please provide the associated details and costs. If the Proposer fails to provide an accompanying elaboration for the “Partially Compliant” status, the City shall consider the requirement to be “Not Compliant”. All requirements identified with a “Not Compliant” response shall be assumed to mean that the Proposer cannot or will not be able to meet this requirement without further customization or development of their product. All requirements identified with a “N/A” response shall also require further explanation from the Proposer in the “Comments” section.

F. TECHNICAL SPECIFICATIONS

In addition to the technical requirements outlined in Exhibit E, the City has provided potential technical requirements for the proposed solution as shown in the IT City Standards and Technical Alignment Questionnaire (Exhibit D). Proposers are required to indicate whether their solution meets City requirements, to what extent it meets City requirements, and to what extent modifications or customizations are required. All requirements identified

with a “Fully Compliant” response shall be assumed to be available in an 'out of the-Box' format at the time of RFP submittal (i.e. beyond release candidate and beta testing). Proposer must describe how the proposed solution is fully compliant in the “Comments” section. All 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, please provide the associated details and costs. If the Proposer fails to provide an accompanying elaboration for the “Partially Compliant” status, the City shall consider the requirement to be “Not Compliant”. All requirements identified with a “Not Compliant” response shall be assumed to mean that the Proposer cannot or will not be able to meet this requirement without further customization or development of their product. All requirements identified with a “N/A” response shall also require further explanation from the Proposer in the “Comments” section.

G. REFERENCES

Proposers must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer(s). References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

The City will rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer’s Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting.

H. TRAINING

Contractor must provide City staff with training in the operation and maintenance of the Energy Billing and Usage Management Software, including application functions and any procedures that are unique to a particular job function. This training may be delivered via a virtual environment.

Detailed procedure manuals must be provided to the City in an electronic format. The manuals must be routinely updated as policies or programs are changed.

Periodic follow-up and update trainings and procedure manuals must be provided when a new release or version of any application is installed.

I. MAINTENANCE, SUPPORT AND UPDATES

Contractor shall make available to the City all updates to the software, as they are released, at no additional charge, so long as this Contract is active. To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.

Contractor shall provide a system wide help desk to provide support. Help desk shall accept new requests, provide software application support, problem solve questions related to the operation of the software and provides status of existing requests. Telephonic support shall

be available during regular business hours defined as 8:00 AM-5:00 PM PT Monday through Friday except federal holidays.

J. SERVICE LEVEL REQUIREMENTS

1. **Uptime Availability.** Provider warrants that the Hosted Service will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month.
2. **Uptime Availability Remuneration.** Where Contractor fails to meet the Uptime Service Level, then City is entitled to claim the following prorated Service Credits against the annual cost for the Services:

Uptime Percentage in a full calendar month	Service Credit
99.0% to 100%	No credit: Uptime is met.
97% to 99%	5% of the prorated monthly cost for the Services
94% to 96.9%	7% of the prorated monthly cost for the Services
90% to 93.9%	10% of the prorated monthly cost for the Services
Less than 90%	100% of the prorated monthly cost for the Services

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

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

- i. Scheduled Maintenance;
 - ii. any unlawful, negligent, or willful act or omission by City, City's Agents, contractors or invitees or any other person; and
 - iii. any Force Majeure event.
4. **Scheduled Maintenance.** Contractor will provide two weeks notice of any upgrades that require platform downtime of over one (1) hour.

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

L. PRICE SCHEDULE

Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Exhibit G – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

EXHIBIT C



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

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego		
IT City Standards for Solicitations - Rev. 2024.01 (reflects Governance Rev. 2023.06)		
ID	City Requirement	Level of Compliance (select in the dropdown)
AS	Application Security	
The following Application Security requirements shall apply:		
AS-1	System User Authentication. Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and OpenID Connect (OIDC). Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	Fully Compliant
AS-2	Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant
AS-3	Encryption. Application must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.	Fully Compliant
AS-4	System Sharing. Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.	N/A
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
AS-6	Auditing and Logging. Application must support interoperability with, and stream logs to the City's centralized Sumo Logic Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details).	N/A
AS-7	<u>Compliance with Organization's Security Policy, Standards and Procedures. Solution Proposer working directly on City-owned applications or from City facilities are subject to and required to follow all City policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at https://csrc.nist.gov/publications/detail/fips/140/2/final. For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.</u>	Fully Compliant
AS-8	Data Integrity. The Solution must ensure the integrity of all the data collected, stored and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	Fully Compliant
AS-9	Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g. incorrect password or unknown System User account). Other security related errors (e.g. file not found or permission denied) must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.	Fully Compliant

AS-10	Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third-parties to ensure no leakage of City data occurs.	Fully Compliant
AS-11	Sensitive Data. Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	N/A
AS-12	Patching. Application/Systems must be patched on, at a minimum, a monthly basis.	Fully Compliant
AS-13	Vulnerability Management. Prior to product deployment into a production environment and/or external exposure, all Application, Service and Systems must be scanned, with an established industry-recognized tool and 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
AS-14	Mobile Device Management (MDM). Mobile Devices e.g. tablets and mobile phones must be registered through DoIT's Security Team and Microsoft Intune MDM must be installed on those devices	N/A
AD	Application Data	
<i>The following Application Data requirements shall apply:</i>		
AD-1	Ownership of Data. All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, the Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.	Fully Compliant
AD-2	Personal Data. Proposer agrees that it will comply with all applicable federal, state and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	Fully Compliant
AD-3	City Data Access. If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.	Fully Compliant
AD-4	Third Party Requirements. Proposer will cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	Fully Compliant
AD-5	State Requirements. Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant
D	Design	
<i>The following Design requirements shall apply:</i>		
DD-1	Design Documentation. Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	Fully Compliant
DD-2	Architecture Documentation. Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	Fully Compliant
DHW	Desktop Hardware	
<i>The following Desktop requirements shall apply:</i>		
HWD-1	System. Compatible with 64 bit systems.	Fully Compliant
HWD-2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class.	Fully Compliant

	HWD-3	Tablets. HP ELITE X2 G4	Fully Compliant
	HWD-4	Tablet/Laptop Combos. MS Surface Pro 7, MS Surface Pro 7+	Fully Compliant
	DSW	Desktop Software	
	<i>The following Desktop requirements shall apply:</i>		
	SWD-1	Desktop Operating System. Microsoft Windows 10 Enterprise, or the most current version of this Operating System to within an n-1 standard.	Fully Compliant
	SWD-2	Desktop Software. The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus, Adobe Creative Cloud; SAPGUI. The City targets n-1 if not the latest updates.	Fully Compliant
	SWD-3	Office Productivity. Microsoft Office Suite, Teams, Visio, Project	Fully Compliant
	SWD-4	Web Browser. Google Chrome and Microsoft Edge Chromium or the current manufacturer's version to within an n-1 standard.	Fully Compliant
	O-STD	Other Applications Standards	
	<i>The following Applications requirements shall apply:</i>		
	OSTD-1	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	Fully Compliant
	OSTD-2	Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GeoJSON, DWG, DGN (CADD)	Fully Compliant
	OSTD-3	Desktop Configuration. Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	N/A
	OSTD-4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Reporting Services.	Fully Compliant
	OSTD-5	Web Content Management System. Drupal	N/A
	OSTD-6	Document Management Integration. OpenText.	N/A
	OSTD-7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A
	HSTD	Hosting Standards	
	<i>The following Hosting requirements shall apply:</i>		
	HSTD-1	City Hyper Converged Infrastructure. If solution is proposed as 'On Premise', it must support either:	N/A
	HSTD-2	Hyper Converged Infrastructure: server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	N/A
	HSTD-3	Standalone server – HP ProLiant Generation 10 or higher.	N/A
	HSTD-4	Server OS. Solution must support Server Operating System – Microsoft Windows Server, SuSe Linux versions must be within N-1.	Fully Compliant
	HSTD-5	Web Servers. If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.	N/A
	HSTD-6	Virtual Servers. Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	N/A
	HSTD-7	Relational Database Management Systems. If solution is proposed as 'On Premise', it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version within N-1.	N/A
	HSTD-8	Cloud. Providers are Amazon Web Services (AWS) , Microsoft Azure, and Google Cloud platform (GCP) with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. Public Cloud solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on AWS are the Standards.	Fully Compliant
	END OF REQUIREMENTS		

City of San Diego

IT Technical Alignment for Solicitations - Rev. 2023.11 (reflects Governance Rev. 2023.06)

Questions	Required Responses	Guidance/Instructions	Discipline
Is there any equipment being installed?	No	If so, please include any network, infrastructure, or appliances equipment (including manufacture model, servers, etc.).	General
Will City need to receive GIS data?	No	If yes , vendor will need to provide metadata to GIS team.	General
Who will be administrator of the application-Vendor or City?	Vendor	If application is hosted, a City Department of IT Security Team Member must be included as one of the administrators.	Information and Data Security
Who owns the data in the system?	Data in EnergyCAP is owned by the customer		Information and Data Security
Will this solution have the capability to accept credit card information now or in the future?	No	If yes , an approval will be required by DoIT PCI team. See PCI compliance requirements.	Information and Data Security
Will any protected data be stored in the system (PCI, HIPAA, Financial, PII)?	Only PII related to login is stored (username, name, email address, etc)	For PCI data, see PCI compliance requirements.	Information and Data Security
Will any protected data be stored OUTSIDE the City's network or datacenter (PCI, HIPAA, Financial, PII)?	No		Information and Data Security
Will the vendor or application need access to the City's internal systems to do development or for operational use of the new system?	No		Information and Data Security
Does the application have any connections to systems outside of the City's firewall?			Information and Data Security
If hosted outside of the City's internal network, does the application need a connection inside of our firewall?	No	If yes, the source and destination IP addresses and ports will be required.	Information and Data Security
How will the system be kept current with patches and upgrades?	EnergyCAP uses Microsoft Azure cloud services. Services that require patching and upgrading, are configured to install patches and upgrades as needed.	If the solution is hosted, the contract needs to state the upgrade and patch processes.	Information and Data Security
Does the system utilize Generative Artificial Intelligence (AI)? If so, what LLM or technology is used (ChatGBT, Bard, etc.?)	No	If yes, please explain what input data will be used, if it will be publicly accessible, and what acceptable use and data loss protection policies will be applied.	Information and Data Security
Is the solution: on premise, hosted solution, software as a service (SaaS), or hybrid?	SaaS		Data Center
If the solution is hosted, who is subcontracted to host the data (e.g. AWS, Google Cloud Platform (GCP), Microsoft Azure)?	Microsoft Azure		Data Center
If the solution is hosted, where will the City's data reside geographically?			Data Center
If the solution is hosted, what type of disaster recovery policy or plan does the vendor who is hosting the data have?			Data Center
If the solution is hosted, what is the back up policy in place by the vendor?	Data is automatically backed up by the Azure platform. Point in time backups are available for 14 days, and weekly backups for 1 month.		Data Center
If the solution is hosted, what access rights does the City have to the data through the course of the subscription? In what format will the data be provided to the City?	SQL Server backups can be requested by the customer		Data Center
If the solution is hosted, what access rights does the City have to the data upon conclusion of the contract? In what format will the data be returned to the City?	SQL Server backups can be requested by the customer		Data Center
If the solution is on premise, how many IP addresses and network connections will be needed?	N/A		Data Center
If the solution is on premise: How many servers are required?	N/A		Data Center
If the solution is on premise, what are the source and destination IP addresses and ports?	N/A		Network
If the solution is on premise, how will it physically connect to the internal network?	N/A	If this is not clearly outlined in the architecture diagram, please explain and include any relevant hardware required (e.g. switches, routers, etc.).	Network
What are the hours of support of the application?	Business hours		Service Desk
Who does the user call if they have a problem with the system?	EnergyCAP Customer service team		Service Desk
Can SCCM (System Center Configuration Manager) be used to push the required desktop components?	N/A		Service Desk
What other services does the product integrate with?	N/A		Service Desk
What software is required on the desktop?	Modern web browser		Service Desk
Is the system ADA Compliant (WCAG 2.0 as a guideline? Vpat?)	VPAT		Service Desk

Proposed Solution for Energy Billing and Usage Management Solution			
Exhibit E: Technical Requirements and Deliverables Matrix			
Level: R = Required, D = Desired			
Proposer Response: F = Fully Compliant (Requirement met without modification); P = Partially Compliant, (Can meet with modification/customization; Explain in Proposer Comments); N = Not Compliant, (Requirement cannot be met)			
Requirement	Level	Proposer Response	Proposer Comments
Section A. Core Requirements and Deliverables			
1. General Application			
a. Automated Secured File Transfer Protocol (SFTP) system to receive, upload, and process energy billing data from SDG&E billing system in EDI 810 format.	R	Full	
b. EDI 810 bill entry – Electronic Data Interchange formats accepted, as well as CSV flat file for manual bill import.	R	Full	
c. Interface with City's SAP application for payment processing.	R	Full	
d. Solution able to accommodate multiple users with varying levels of access, such as administrators, approvers, and view only.	R	Full	
e. Ability for role-based user levels for delegation of special functionality such as admin type functions.	R	Full	
f. Web based SaaS implementation.	D	Full	
2. Solution Security			
a. System User Authentication. Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and OpenID Connect (OIDC). Solution must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	R	Full	
b. Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	R	Full	
c. Encryption. Solution must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data in transmit 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.	R	Full	
d. System Sharing. Solution must not permit the transmission of City of San Diego (City) data beyond the approved City domains sandiego.gov and sannet.gov.	R	Not Compliant	EnergyCAP uses the EnergyCAP.com or PoweredbyEnergyCAP.com domains to host the product.
e. 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". https://www.sandiego.gov/sites/default/files/ar_9064.pdf	R	Full	
f. Auditing and Logging. Log all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the Solution. Logs must include user ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details).	R	Partial	
g. Compatibility with the City's centralized Sumo Logic Security Information and Event Management (SIEM) platform.	R	NA	
h. Solution Proposer working on City-owned systems, applications, or data; or working from City facilities are subject to and required to follow the City's Security Policy, Standards and Procedures. policies, standards and guidelines. https://www.sandiego.gov/sites/default/files/ar9063.pdf	R	NA	
i. Proposer must also follow FIPS 140-2 standards which can be viewed at https://csrc.nist.gov/publications/detail/fips/140/2/final . For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this Solution.	R	Full	
j. Data Integrity. The Solution must ensure the integrity of all the data collected, stored, and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Solution. If data transfers occur, the Solution must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	R	Full	
k. Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Solution 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.	R	Full	
l. Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Proposer must ensure that City data is logically separated from third-parties to ensure no leakage of City data occurs.	R	Full	
m. Sensitive Data. Solutions 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.	R	Full	EnergyCAP does not store sensitive data or HIPAA content.
n. Patching. Solution/Systems must be patched and updated when the development technology has been changed or upgraded, when enhancements or changes are made, when software bugs or vulnerabilities are identified.	R	Full	

Proposed Solution for Energy Billing and Usage Management Solution			
Exhibit E: Technical Requirements and Deliverables Matrix			
o. Vulnerability Management. Prior to product deployment into a production environment and/or external exposure, all Solution, 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 thirty (30) days of discovery. Discovered vulnerabilities shall be assigned a risk ranking. High-rated vulnerabilities must be patched/remediated within twenty-four (24) hours.	R	Full	
3. Solution Data			
a. Ownership of Data. All data collected on behalf of the City is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, the Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.	R	Full	
b. Personal Data. Proposer agrees that it will comply with all applicable federal, state and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	R	Full	
c. City Data Access. If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City. System User access and authorizations must be provided as directed by the City.	R	Full	
d. Third Party Requirements. Proposer will cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	R	Full	
e. State Requirements. Proposer is compliant with the California Consumer Privacy Act (CCPA).	R	NA	EnergyCAP only stores PII that is specific to authentication of a user (email, password)
4. Design			
a. Design Documentation. Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	R	Full	
b. Architecture Documentation. Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	R	Full	
5. Desktop Hardware and Software			
a. Compatible with 64 bit desktop and laptop hardware such as Hewlett-Packard business-class devices and Microsoft Surface brand devices.	R	Full	
b. Compatible with Microsoft Windows 10 Enterprise, or the most current version of this Operating System to within -1 of the current version.	R	Full	
c. 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.	R	Full	
d. The City uses the Microsoft Office 365 suite, version 2302, 32 and 64 bit. Reports, spreadsheets, emailing features, and any ad-hoc data import/export should be compatible with MS Office.	R	Full	
e. Compatible with Google Chrome and Microsoft Edge Chromium or the current manufacturer's version to within -1 of the current version.	R	Full	
6. Other Applications Standards Where Applicable			
a. Programming Language 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.	D	Full	
b. Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GeoJSON, DWG, DGN (CADD)	D	Full	
c. Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	D	NA	
d. On premise Document Management OpenText.	D	NA	
e. Geographic Information System ESRI - ArcGIS Desktop.	D	NA	
7. Hosting Standards - On Premise (if applicable)			
a. The preferred on premise solution supports Hyper Converged Infrastructure, server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation. An acceptable, but not preferred, on premise solution is a standalone server – HP ProLiant Generation 10 or higher.	R	NA	
b. Server OS. Solution must support Server Operating System – Microsoft Windows Server, SuSe Linux versions must be within -1 of the current version.	R	NA	
c. Web Servers. If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to within -1 of the current version.	R	NA	
d. Virtual Servers. Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	R	NA	

Proposed Solution for Energy Billing and Usage Management Solution

Exhibit E: Technical Requirements and Deliverables Matrix

e. Relational Database Management Systems. If solution is proposed as 'On Premise', it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version within -1 of the current version.	R	NA	
8. Hosting Standards - Cloud (if applicable)			
a. Providers are Amazon Web Services (AWS) , Microsoft Azure, and Google Cloud platform (GCP) with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. Public Cloud solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on AWS are the Standards.	R	Full	

Proposed Solution for Energy Billing and Usage Management Software			
Exhibit F: Functional Requirements and Deliverables Matrix			
Level: R = Required, D = Desired			
Proposer Response: F = Fully Compliant (Requirement met without modification); P = Partially Compliant, (Can meet with modification/customization; Explain in Proposer Comments); N = Not Compliant, (Requirement cannot be met)			
Requirement	Level	Proposer Response	Proposer Comments
Section A. General Functional Requirements and Deliverables			
1. Bill Tracking and Payment			
a. Ability to track all types of energy billing (i.e. electric, natural gas, solar, etc.).	R	Full	
b. Ability to track commodity rates and costs separate from transmission and distribution rates and costs.	R	Full	
c. Track any level of bill details (i.e. taxes, various charges, kW demand)	R	Full	
d. Energy usage is automatically loaded into software within 24 hours days of receipt of EDI file.	R	Full	
e. Prorate bills to split usage and costs in shared facilities using Virtual Meters (e.g., split electric bill to multiple departments 60%/20%/20%).	R	Full	
f. SAP posting date adjustment to reflect actual date.	R	Full	
g. Bill audits flags to spot potential problems.	R	Full	
h. Ability to pay current charges, total charges, or adjust payment amounts as needed.	R	Full	
i. Ability to assign General Ledger (GL) to different accounts	R	Full	
j. Image of each bill can be retrieved and viewed within the solution	D	Full	
k. Rate schedules can recreate and verify accuracy of bills, wizard to easily create simple to complex rate schedules	D	Not Compliant	There is not a rate engine that allows for the auditing of bills compared to a built tariff.
2. Commodity Usage Tracking			
a. The proposed system will track all commodity usage and generation (i.e. electric, natural gas, solar, etc.)	R	Full	
b. Ability to differentiate between on-peak, off-peak, and super off-peak usage.	R	Full	
c. The proposed system will automate tie-in to solar generation data.	R	Partial	Integration required.
d. The proposed system will automate tie-in to 15-minute interval data.	R	Full	
e. Ability to differentiate between meters linked to EV chargers.	R	Full	
3. Reporting			
a. System generates user-friendly reports with charts, tables and graphs	R	Full	
b. Allows all data (usage, demand, costs, fees, meter number, building name, text-based information, etc) within the System to be reported.	R	Full	
c. Charts and graphs including but not limited to monthly usage, bill rate comparisons, departmental usage reports, and energy use intensity.	R	Full	
d. Customizable ad hoc reporting applications by account, building, department, rate, and meter.	R	Full	Configurable reporting or use Report Designer BI
e. Reports are easily modified and can be built and deployed by City staff	R	Full	
f. Reports all export functions of all records to CSV or Excel file types.	R	Full	
g. System automates Scope 1, 2, and 3 emissions reporting.	R	Full	Requires license of the EnergyCAP CarbonHub tool
h. Flexible options for filtering report data	R	Full	
i. Ability to track and report on data based on Fiscal Year and Calendar Year	R	Full	
j. Automated Energy Conversions of all fuel types into BTUs	R	Full	
k. Provides a Data Dictionary to identify the appropriate data elements for inclusion in ad-hoc reporting.	R	Full	
l. Data importer that allows the user to update fields in bulk (accounting information, building names, customer contacts, etc.) in Excel and import it to System.	R	Full	
m. Allows for reports to be shared with stakeholders and the community via dashboards or email.	D	Full	
4. Hierarchy of Components			
a. The hierarchy of components in the system, such as, but not limited to, sites, buildings, meters, departments, and divisions should be modifiable and allow for flexible reporting based on any of the elements	R	Full	
b. "Treeview" interface to easily navigate within organization	R	Full	
c. Unlimited number of user-defined "groups" of meters or buildings for reporting	R	Full	
d. Ability to add customizable fields to the meter to store additional data (ex: account primary contact)	R	Full	
e. Data importer allows the user to easily layout the entire structure (accounts, meters, buildings, etc.) in Excel and import it to System.	R	Full	
5. Budget Forecasts			

Proposed Solution for Energy Billing and Usage Management Software			
Exhibit F: Functional Requirements and Deliverables Matrix			
a. Ability forecast current year budget and actuals based on:	D	Full	Requires license of the new Budgets & Forecasts module
a1. Straight line projection on current year actual	D	Full	
a2. Percentage based on last year actual	D	Full	
a3. Seasonality	D	Full	
b. Allows projections by period (month) or stages (i.e. Mid-Year projections versus Third Quarter projections).	D	Full	

EXHIBIT G: Price Schedule		One-Time	2025	2026	2027	2028	2029	Proposer Comments <i>(highlight assumptions if any)</i>
EnergyCAP, LLC								
Section 1: Base Cost for Licensing and Maintenance Costs								
Option A - Enterprise License (Unlimited Users)								
Enterprise License Fees: Unlimited Users	\$0.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98		
Maintenance and/or License Fee Add-Ons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Optimum Hosting		\$11,250.00	\$12,375.00	\$12,993.75	\$13,643.44	\$14,325.61		
Other (Explain)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Option A Total Costs	\$0.00	\$92,562.74	\$101,819.01	\$111,382.17	\$121,870.69	\$133,375.59		
Option B - Named Users Based Pricing								
License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Number of Named Users	30	30	30	30	30	30		
Price per User	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Option B Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Option C - Meter Based Pricing								
License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Number of Meters	5,000	5,000	5,000	5,000	5,000	5,000		
Price per User	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Option C Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Base Cost for Licensing and Maintenance Costs	\$0.00	\$92,562.74	\$101,819.01	\$111,382.17	\$121,870.69	\$133,375.59		
Section 2: Implementation, Transition, and Training Costs								
Implementation, Transition, and Training Costs								
Project Strategy, Planning and Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
System Implementation and Integration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Application Configuration and System Setup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Data Conversion (may include data mapping, migration or cleansing)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Integration to Other Software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Testing (unit, system, performance, user acceptance and regression)	\$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		
Deployment	\$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		
User Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Implementation, Transition, and Training Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Section 3: Other Additional Costs								
Storage Limitations and/or Additional Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Additional Software Licenses or Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Additional Service Cost (for example, cloud broker services, or provisioning services)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Exit and Decommissioning Fees	\$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		
Total Other Additional Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Sum for Summary Sheet (Sections 1 + 2 +3)	\$0.00	\$92,562.74	\$101,819.01	\$111,382.17	\$121,870.69	\$133,375.59		
Total Contract Cost of Ownership (All Five Years)								
				\$561,010.21				

Estimated Volume:
Estimated Annual Named Users: 30; or
Estimated Number of Meters: 5,000

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

One-Time								Year 1	Year 2	Year 3	Year 4	Year 5	Proposer Comments
Optional Services (will not be included in cost evaluation)													
Rate schedules builder		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Scanned image of each bill can be retrieved and viewed		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00						
Budget Forecasting Tools		\$0.00	\$19,732.09	\$21,705.30	\$23,875.83	\$26,263.41	\$28,889.75						
CAP SmartAnalytics (Interval Data Module, Platform fee + 400 Standard Points + 400 UIDI Points)		\$23,525.00	\$59,400.00	\$65,340.00	\$71,874.00	\$79,061.40	\$86,967.54						
CAP CarbonHub (GHG Emissions Module for Scopes 1 and 2 for tracking up to 5,000 emissions)		\$3,900.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98						
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	If Scope 3 is needed, we can provide an updated pricing estimate					
Hourly Rates for Additional Service Requests (will not be included in cost evaluation)													
Project Management		\$195/hour											
Development		\$230/hour											
Account Management		\$95/hour											
Trainer		\$230/hour											
Standard Online Training		\$230/hour											
Custom Online Training		\$450/hour											
Onsite Training		\$4,000 per day											
Premium Maintenance		\$195/hour											
Additional Databases		\$1,080.00/yr											
Advanced Hosting		\$4,500.00/yr											
		minimum or \$1.80/meter/yr											
Optimum Hosting		\$1,625.00/yr											
		minimum or \$2.25/meter/yr											
Single Sign On		\$1,080.00/yr											
Utility Interval Data Integration - UIDI		\$91.80/meter											



Due: July 12, 2024

The City of San Diego

RFP Number: 10090154-24-S

RFP Title: Request for Proposal (RFP) for Energy Billing and Usage Management Software

Submitted by
EnergyCAP, LLC

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1. Summary letter

Dear Evaluation Committee,

Thank you for the opportunity to present the credentials of EnergyCAP, LLC (ENC) to The City of San Diego. We deeply understand the challenges of collecting, validating, analyzing, and reporting on energy and sustainability information. Our solutions are designed to simplify this process and empower organizations like yours to with instant access to actionable data you can trust.

ENC is an experienced provider of energy and sustainability solutions. Our award-winning software suite is proven to streamline operations, enable comprehensive analysis and reporting, and deliver long-term energy management and sustainability success. We are pleased to detail how our solution will meet or exceed the requirements outlined in the solicitation for Energy CAP's Utility Management Platform, which the City already uses, and some additional solutions the City has expressed interest in in the past.

ENC is committed to meeting each customer's specific energy and sustainability analysis and reporting needs. Therefore, we offer a high level of flexibility in the products and services we offer and are very willing to alter the solution proposed herein to accommodate your energy and sustainability data management needs. The following information provided in this response is current, complete, and accurate. We are confident that you will find our solution provides tremendous value and will meet all your needs for an energy and sustainability software solution.

Some of our qualifications include:

- Our **groundbreaking history** in the utility bill and energy management software space. EnergyCAP pioneered features like: cost avoidance, end-to-end electronic bill processing and connection to accounting system, and more.
- Our **highly configurable** platform allows you to customize your data and workflow processes - you have control and ownership of your data and the system.
- Industry leading **bill processing and support services** save time and streamline your workflow.
- Our **system agnostic** platform allows for integrations and connections to outside systems and hardware.
- We prioritize **security** with FedRAMP authorization, SOC2 compliance, adherence to NIST and FISMA standards.

The proposal was prepared by Nick Boyd – Account Manager - the designated contact person for this solicitation process. Nick may be contacted at: nick.boyd@energycap.com, (P) 814.983.0008, (F) 719-623-0577.

The following ENC officers are also authorized to negotiate terms related to this solicitation and commits ENC and its resources to you: Tom Paterson, Chief Executive Officer, Tom.Patterson@EnergyCAP.com; John Heinz, VP Strategic Accounts, John.Heinz@EnergyCAP.com, 814.413.0709. We look forward to discussing our proposal with you further.

Sincerely,

John Heinz

Headquartered: 360 Discovery Drive

Boalsburg, PA 16827

<https://www.energycap.com/>—Empowering Your Data

2. Executive summary

EnergyCAP is the single source of truth for energy, sustainability, and finance teams. Our comprehensive suite of tools helps businesses of all sizes track and reduce their energy costs and emissions, make informed, data-driven decisions, and achieve their sustainability goals. EnergyCAP can meet The City's contractor requirements below as we've been doing it for the City for many years, along with implementation of this solution and integration with your existing systems.

- Improved Energy EDI services and performance
- Seamless integration with SAP
- On time delivery and implementation
- Improved accuracy of reported data and ability to flag issues
- Simple user interface prompting streamlined operation and easy use
- Simple user interface for generating ad hoc reports
- Simple user interface for accessing data across meters, accounts, buildings, and departments.
- Comprehensive training plan or curriculum
- Solution to track and report GHG emissions across scope 1, 2, and 3 emissions to assist with the City's Climate Action Plan that passed in 2022
- Solution to track interval data and meter readings and being able to show and report on usage and demand based on the meter

We are confident that our EnergyCAP Enterprise Resource Planning (ERP) system, combined with our ongoing services, is the solution your team needs to support your internal goals and satisfy the expectations of your staff, clients and citizens.

The EnergyCAP ERP is comprised of EnergyCAP UtilityManagement™, EnergyCAP SmartAnalytics™, and EnergyCAP CarbonHub™. Each solution can be implemented individually, or combined to create a holistic ERP that maximizes every aspect of your valuable energy and sustainability data. We look forward to demonstrating both the best-in-class capabilities of our software, as well as our qualifications and experience. As you explore your options, we want you to know a few key things about us and how we support our customers.

#1 trusted energy and sustainability ERP. Since 1980, we have continued to develop and support our best-selling EnergyCAP solutions, serving more users and tracking more energy and sustainability data than any software in the industry.

Join the EnergyCAP Team. Backed by extensive training, project management, professional services, and over 40 years of innovation, our customers are never alone. They benefit from the tremendous wealth of experience we enthusiastically share.

Flexible hosting options. ENC offers flexibility in day-to-day operations which includes multiple database hosting service options, so you can select the setup that meets your organization's specific security storage, and data access needs.

Stay up-to-date. As technology changes and the environmental, social, and governance (ESG) landscape evolves, our solutions evolve with it. Our aggressive three-week development sprint cycle

demonstrates our commitment to keeping customers at the forefront of progress in smart energy and sustainability management, without you having to change a thing.

Customer relationships. EnergyCAP doesn't just sell a product, we establish long-term successful relationships with our customers' entire organization. From implementation, to training, to ongoing maintenance and support we'll be right there with you, ensuring our solution meets your energy management and sustainability needs for the long term.

Award-winning. ENC has received countless national honors, including five consecutive ENERGY STAR Partner of the Year® awards, inclusion on Inc. 5000 Fastest Growing Companies five times in a row, and "Top Product of the Year Award" from Energy Manager Today.

ENC's holistic ERP platform is the industry standard in energy and sustainability software, offering tremendous value and flexibility. The following sections provide additional details about the features and functionality of our platforms so you can better understand how they meet your sustainability and energy management needs.

We deeply appreciate you taking the time to evaluate our proposal and look forward to speaking with you soon regarding our offered solutions.

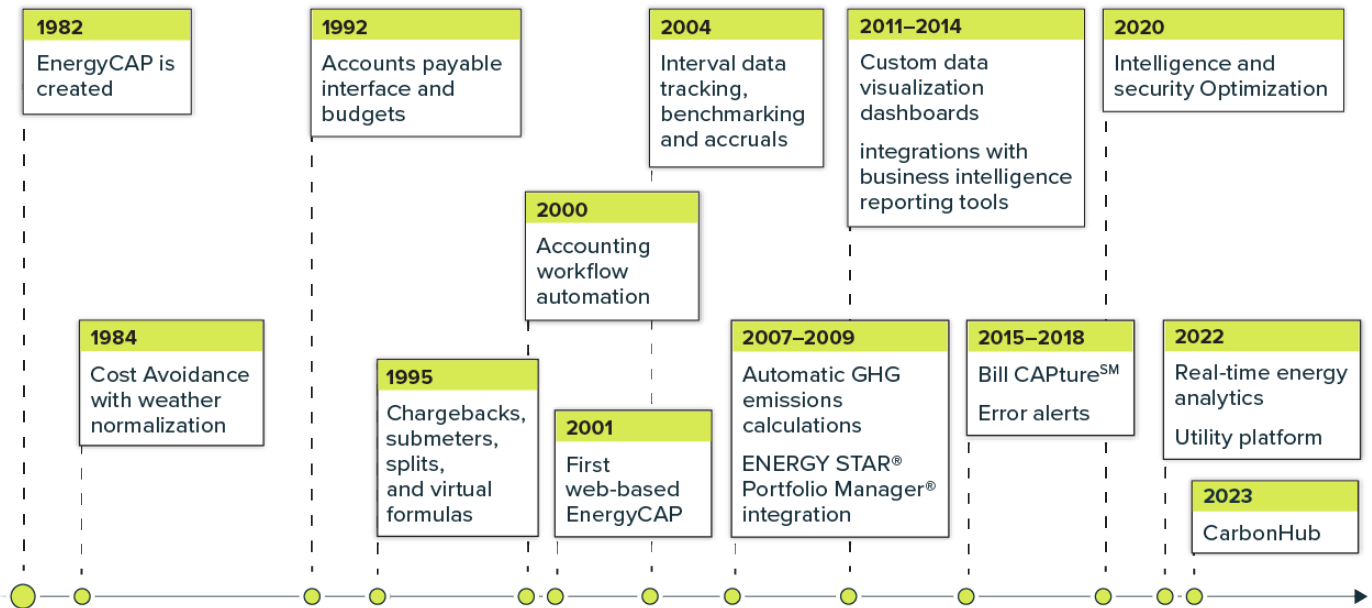
3. Introducing EnergyCAP, LLC

About EnergyCAP

EnergyCAP helps customers easily manage finite resources for a more sustainable world. For over forty years, we have empowered energy, sustainability, and finance leaders by providing the data, visualizations, analysis, real-time monitoring, and management tools needed to manage energy consumption, reduce their carbon footprints, and save resources and cost.



EnergyCAP has a prestigious 40+ year history of energy and sustainability software innovation and leadership.



Solutions and services offered

ENC's mission is to help our clients derive value from their energy and sustainability data, automate tracking and reporting, and drive savings through our technology solutions. Our software solution includes the following products:



ENERGYCAP. UtilityManagement™

Get best-in-class portfolio-level energy and sustainability reporting. Get accurate and reliable energy and utility data across your entire portfolio and streamline energy and accounting workflows

Key Features

- ▶ Accurate utility bill data, always
- ▶ Easy facility benchmarking
- ▶ Chargebacks and tenant billing
- ▶ Integrate with ENERGY STAR
- ▶ Measurement & verification



ENERGYCAP. SmartAnalytics™

Get real-time energy and sustainability analytics. Dive deep into real-time performance of assets, devices, and sensors. Make quick, data-driven decisions for high-performance, net-zero buildings

Key Features

- ▶ Analyze consumption trends
- ▶ Machine learning behavior modeling
- ▶ Customizable alerts and alarms
- ▶ Formula-based calculations
- ▶ Tariff analytics



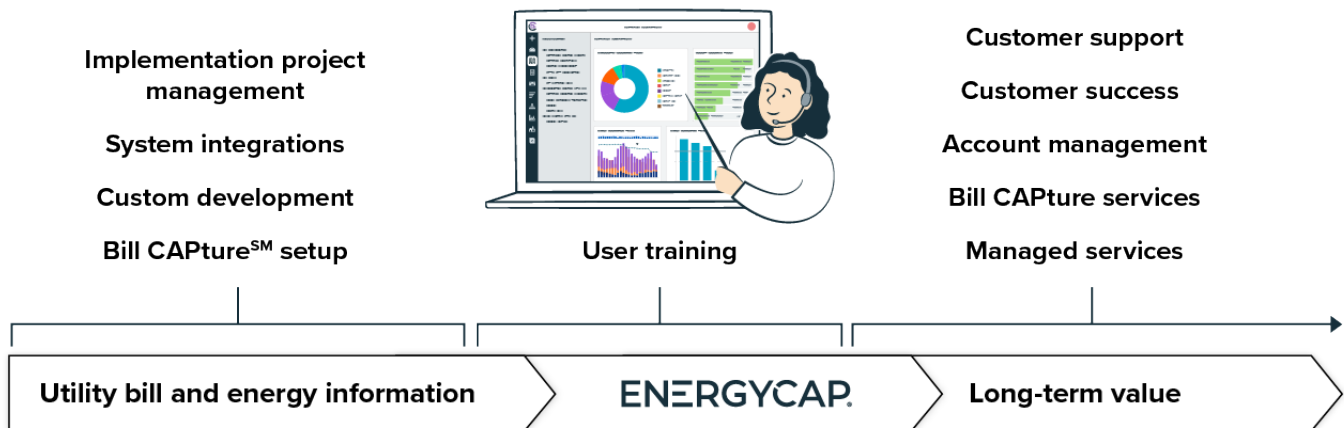
ENERGYCAP. CarbonHub™

Get a holistic view of financial -grade scope 1, 2, and 3 carbon emissions data across your entire business with automatically applied factors to meet your ESG reporting needs.

Key Features

- ▶ Auto GHG conversion
- ▶ Market-based emissions factors
- ▶ Track progress toward goals
- ▶ Sharable reports, charts, and dashboards
- ▶ BI tool integration

And the following important services for the initial deployment and for ongoing success:



Corporate structure

EnergyCAP, LLC, incorporated in the State of Delaware, is a Limited Liability Company. The company is headquartered in Boalsburg, Pennsylvania:

EnergyCAP, LLC

360 Discovery Drive
Boalsburg, PA 16827

Phone: 877.327.3702

Email: Sales@EnergyCAP.com

DUNS: 12-732-4908

EIN: 27-1272222

Financial capacity

ENC is a privately held corporation and does not share financial statements externally as part of a public bid process. Our financial condition has always been rated as "strong" by D&B 12-732-4908.

The below information summarizes our financial stability:

Annual Revenue between \$10-25M

Net Retention >100%

Logo Retention >90%

Cash flow Positive

4. References

More than 3,000 world-wide organizations representing a wide range of industries use EnergyCAP to manage their energy and sustainability data. Some of these include:

Government	Education	Commercial
City 	Public School Districts 	General commercial and retail
State/Providence 	Public higher ed/University Systems 	Ind/manufacturing
Federal 	Private education 	Energy services/consultants
County/Federal 	Healthcare 	Property mgmt/Real estate
Utility Companies 	Transportation 	

The following City and County Government organizations have granted permission for ENC to share their contact information with you:

Reference #1

Contact Robert Stanton

Address 1111 Franklin Street, Oakland, CA 94607

Phone 925.766.7490

Email Robert.stanton@ucop.edu

Date of Purchase April 7, 2009

Reference #2 - City of Los Angeles

Contact Suzanne Carter

Address 111 E. First St, Room 512, Los Angeles, CA 90012

Phone 213.473.9960

Email Suzanne.h.carter@lacity.org

Date of Purchase September 30, 2016

ENC grants consent for you to contact the above-named references for purposes of evaluating ENC's offer and acknowledges that information obtained from the references may or may not be disclosed to ENC.

5. Proposed solution

Project requirements and kickoff process

We have read the solicitation and understand the requirements needed for the enterprise-wide energy and sustainability management solution your organization is searching for.

Our project process is designed to offer support at every stage, culminating in absolute customer success. Every ENC implementation project is led by an experienced project manager ("PM"). This PM, backed by a team of technically skilled project engineers, provides systems engineering, data management assistance, user training, and expert consultation throughout the implementation process. Our project management team includes Project Management Professionals (PMP), Certified Energy Managers (CEM), Certified Measurement & Verification Professionals (CMVP), and Business Energy Professionals (BEP), as certified by the Association of Energy Engineers.

Your ENC PM will assemble an initial implementation plan, based on the details in this response, and refine it into a detailed schedule after the project kick-off meeting. Thereafter, regularly scheduled project status meetings and communications will ensure that your EnergyCAP solution is implemented in an efficient and timely manner.

Once implementation is complete, the Customer Support, Customer Success, Account Management, and Bill CAPture teams will provide ongoing support to you and your organization. Points of contact for these teams will be communicated to you, along with instructions for how to submit general support tickets and access online help documentation for your continued success.

EnergyCAP UtilityManagement Overview

Your organization wants to streamline utility bill data, process EDI invoices, track your energy consumption, track and reduce energy costs, find opportunities to reduce your energy usage and carbon footprint, unite your utility bills and energy costs in a source of truth, and simplify your utility bill tracking and payment process. To accomplish this, ENC recommends EnergyCAP UtilityManagement™, our best-in-class portfolio level energy and utility bill data management and reporting solution. This off the shelf product is in use by other municipalities to collect, analyze, and report on their energy information. Our solution includes project management services through design, configuration, and implementation, followed by user training and system support for the duration of the contract.

Some of the key features of EnergyCAP UtilityManagement™ include:

- Portfolio level rollups to report on all levels of your organization, rollup currency and units of measure
- Receive, process, validate, and audit incoming utility bills from external vendors
- View energy cost, demand, and consumption data in charts, graphs, reports, and customizable dashboards
- Benchmark and rank your data to quickly spot anomalies and outliers
- Calculate the cost avoidance attributable to energy reduction projects
- Prepare cost, usage, and unit cost budgets and forecasts
- Identify areas of energy and cost savings
- Submit buildings to ENERGY STAR® Portfolio Manager® and receive efficiency ratings
- Create monthly use and cost allocations for chargebacks, tenant billing, and space reporting

Additional information on EnergyCAP UtilityManagement™ is available on our [website](#). You can also view the online [Help Center](#) for additional detailed information about the software.

EnergyCAP CarbonHub Overview

Financial-grade greenhouse gas accounting

EnergyCAP CarbonHub™ is the central repository of all your carbon emissions related data and sustainability reporting. You can calculate, track, and report on scopes 1, 2, and 3 emissions, set and manage reduction targets, and analyze and report on a single data point or across your entire portfolio.

Some of the key features of EnergyCAP CarbonHub™ include:

- Automatically calculate Greenhouse gas emissions for granular reporting, comparison, and analysis.
- Calculate emissions based on standard categories using the EPA's e-Grid conversion factors or create and manage custom, market-based emissions factors.
- Track all 22 categories as defined by the GHG protocol.
- Create and share dashboards with up-to-date emissions data

- Organize and present your data in flexible hierarchical tree structures for easy access to the specific data
- Set and monitor decarbonization targets and track progress towards goals at the micro- and macro-level

Additional information on EnergyCAP CarbonHub™ is available on our [website](#). You can also view the online [Help Center](#) for additional detailed information about the software.

EnergyCAP SmartAnalytics Overview

Real-time energy analytics

EnergyCAP SmartAnalytics™ is our real-time energy analytics solution. Turn raw data in to actionable insights to create high-performance, energy efficient, cost-effective, net-zero buildings.

This platform creates energy efficient facilities through core features like:

- Device and asset performance monitoring in real time to make better, more informed operations decisions. View live measurements of the consumption values of monitored areas/equipment in your facilities
- Identify resource saving opportunities across your building portfolio
- Collect, manage, analyze, and report on data to better manage your projects and save costs
- Connect to a multitude of supported devices and systems: APIs, Gateways, Meters, Files, Sensors, Solar and PV, and Data Systems.
- Integrate a variety of inputs: electricity, gas, water, CO2, air quality, production, operational and other 3rd party sources such as degree days, BMS, and more
- Set automatic alerts to flag outliers in real-time. Get notified through email, SMS, and in-app.
- Quickly evaluate patterns of power consumption to find peak load demand. Then calculate potential savings and model new consumption schedules
- Access expanded measurement and verification options using time-series data, multi-variate regression, non-energy correlations, expanded project tracking, and compliance with ISO 50001.
- Monitor and analyze indoor air quality variables such as PM2.5, PM10, TVOC, CO2, humidity, temperature, and more

Additional information on EnergyCAP SmartAnalytics™ is available on our [website](#). You can also view the online [Help Center](#) for additional detailed information about the software.

Data Acquisition and Entry

The EnergyCAP ERP is an energy and sustainability data driven platform. The key to your success is accurate and timely data. Options for data acquisition and entry include:

Bill Data

Utility bills can be acquired and processed in a variety of different ways, including:

	Resource	Formats	Notes
Manual Entry	You	Paper or Scanned Image (PDF, JPEG, etc.)	You enter using customized bill entry templates.
Import	You	Flat File (.xls, .xlsx, or .csv). File or API exchange	You upload flat files using mapping profiles or leverage the published APIs. This option is dependent on data availability from utility vendors and the formats available. ENC can assist you in automating the process to the extent possible.
Bill CAPtureSM	ENC	Acquisition: Mail Reroute, Website Download, ftp, Email Formats: Paper, PDF/Scanned Image, Web Download, Green Button, EDI 810, Flat File	ENC processes bills on your behalf of using available formats from each utility vendor. ENC provides auditing, reporting, and alerts. Additional managed services available for a more outsourced solution. Service fees apply.

Interval Data

The SmartAnalytics platform is metering hardware agnostic and can connect to just about any device or system, including API, data systems, files, gateways, meters, sensors, solar and PV, and third-party integrations.

For a detailed list of supported devices, visit the [EnergyCAP SmartAnalytics device integration page](#).

This is accomplished by:

	Resource	Formats	Notes
Import	ENC/You	Acquisition: ETL, API, or File Exchange from Your BAS, Metering, Historian, SCADA Systems Formats: Flat File (.xls, .xlsx, or .csv) Files or API Exchange	Upload flat files using mapping profiles or leverage the published APIs. This option is dependent on data availability from existing systems and the formats available. ENC can assist you in automating the process to the extent possible.

Utility Interval Data Integration	ENC	Acquisition: Website Download, FTP Formats: Green Button, Flat File	ENC processes interval on your behalf of using available formats from each utility vendor. Service fees apply.
Hardware	ENC/You	Gateways, Meters, Sensors	ENC provides hardware to install to measure interval data or connect to existing hardware for communication purposes.

Other Data

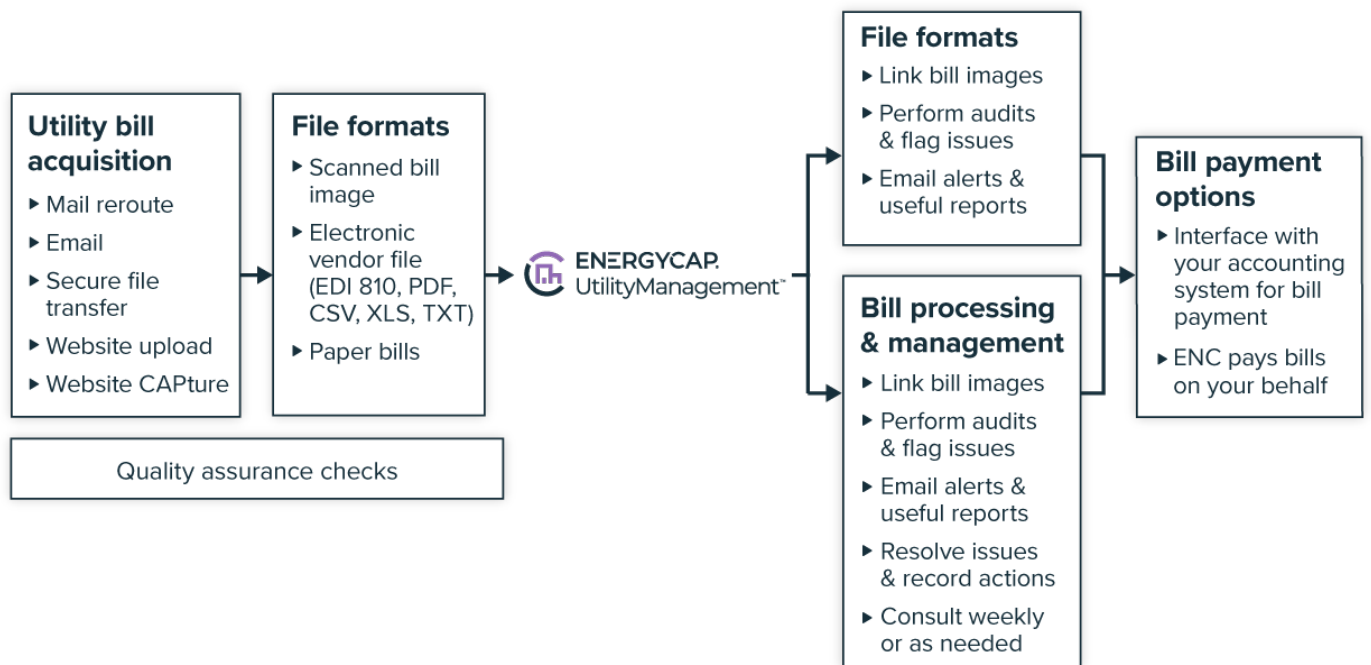
In addition to utility bills and interval data, the EnergyCAP EFP platform provides the ability to track other kinds of data including: sustainability (Scope 3 data), cost purchases, fleet and commuting, property management data, custom fields, custom benchmark data, and a lot more.

	Resource	Formats	Notes
Manual Entry	You	Depends based on system.	You enter using data entry templates and forms.
Import	You	Flat File (.xls, .xlsx, or .csv) files or API exchanges	You upload flat files using mapping profiles and import templates or leverage the published APIs. ENC can assist you in automating the process to the extent possible.
Bill CAPtureSM	ENC	Acquisition: Mail Reroute, Website Download, ftp, Email Formats: Paper, PDF/Scanned Image, Web Download, Green Button, EDI 810, Flat File	ENC processes bills on your behalf of using available formats from each utility vendor. ENC provides auditing, reporting, and alerts. Additional managed services available for a more outsourced solution. Service fees apply.

EnergyCAP Bill CAPture overview

Bill data acquisition and processing services

Manual utility bill data entry consumes valuable time. Our specialized utility bill processing service, EnergyCAP Bill CAPture™, simplifies utility bill management by automatically capturing, extracting, and auditing bill data. This eliminates manual data entry and ensures accurate billing records. Bill CAPture™ collects and processes data from any format (pdf, csv, etc.) to be imported into EnergyCAP UtilityManagement™, where it can be reviewed, approved, and exported for payment. Bill CAPture™ processes nearly 2 million vendor bills annually from just about every country around the world.



Some of the key features of Bill CAPture include:

- Capture billing data directly from utility vendor bills via multiple acquisition methods
- Provide multiple methods for data acquisition: Email, Web CAPture, mail redirect, website upload, etc.
- Execute pre-configured EnergyCAP audits on bills
- Process bills for new utility meters that were not included as part of the original enrollment
- Automatically adapts to changes in vendor utility bill layout to provide uninterrupted service
- Deliver and process bills within the 5-day turnaround SLA timeframe

Optional Bill CAPture Managed Services

Coupled with Bill CAPture, managed services are the ideal solution for organizations that prefer to put utility bill entry, auditing, and issue resolution in the hands of ENC's experts. Let us identify missing or overdue

bills, engage with your utility vendors, and monitor and address bill issues. We will collaborate with you during service implementation to establish and document a best practices workflow specifying how ENC will handle adjustments, cancellations/Rebills, credits, payment reversals, and follow-up on flagged bill audit issues.




Services provided:

	Standard	Advanced	Premium
Access to Bill CAPture platform	✓	✓	✓
Automated bill delivery	✓	✓	✓
Bill Processing	✓	✓	✓
Processing notifications	✓	✓	✓
Standard Bill CAPture support	✓	✓	✓
Report distribution management		✓	✓
Kickout management		✓	✓
Flag management		✓	✓
Customer status meetings		✓	✓
Access to Bill CAPture library		✓	✓
Vendor engagement			✓
ENERGY STAR Portfolio Manager			✓
Management of missing bills			✓

Data hosting and security

We are pleased to offer multiple database hosting service options, so you can select the level that meets your organization's specific security, storage, and data access needs. Our Basic hosting service, as described in the table below, is included in the EnergyCAP annual software license fee and is suitable for most standard business applications. If your organization requires additional services, or has stricter security requirements, you may upgrade to the Advanced, Optimum, or FedRAMP-Authorized service.

	Basic	Advanced (1)	Optimum (2)	FedRAMP -Gov
Included in Annual Software License Fee	✓			
One EnergyCAP production database	✓			
Additional database instances		✓	✓	✓
Database security meets or exceeds Federal Information Security Management Act (FISMA) hosting standards			✓	
Certified to meet or exceed the requirements of FedRAMP hosting guidelines			✓	✓
Guaranteed system availability of 99% or greater during customary Eastern Time Zone business office hours	✓	✓	✓	✓
Automatic EnergyCAP version upgrades	✓	✓	✓	✓
Automated backups on-site and at a secondary location	✓	✓	✓	✓
Production database replicated to a secondary database server in near real-time	✓			
All hosted databases backed up to a secondary database server in near real-time		✓		
Cloud-based data redundancy; can restore database(s) to any designated point in history within last 35 days			✓	✓
Storage for up to 5 GB of EnergyCAP-linked images and documents; higher storage capacity available	✓			
Storage for up to 1 TB of EnergyCAP-linked images and documents; higher storage capacity available		✓	✓	✓
Access via my.EnergyCAP.com portal	✓	✓	✓	✓
Support of hosted EnergyCAP automation processes		✓	✓	✓
Network, Internal, and External Vulnerability Scanning	✓	✓	✓	✓
Intrusion detection and prevention	✓	✓	✓	✓
Web Application Firewalls	✓	✓	✓	✓
Expanded event logging			✓	✓
FIPS 140-2 compliant encryption			✓	✓
Support for Multi- Factor Authentication			✓	✓
Cloud-based managed platform			✓	✓
Geo Redundancy of Services (Optional; additional fee applies)			✓	✓
SQL query access to non-production database(s)		✓	✓	

Access via Single Sign-On user login functionality				
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- 1. Individual services may be added to the Basic hosting tier a la carte or purchased as an Advanced hosting package.
- 2. Optimum-level services are provided as a total service package, not on an a la carte basis.

6. Project plan and deliverables

The RFP seeks to secure services that have been seamlessly integrated into our ongoing partnership with the City of San Diego since 2017. Our project plan and deliverables are intricately woven into the fabric of our established service framework, guaranteeing continuity and efficacy in execution. With a demonstrated history of meeting and exceeding the city's expectations, we are poised to deepen our collaboration through this RFP, reinforcing our commitment to delivering excellence for the residents of San Diego.

ENC recognizes the value of well-trained users; therefore, we are committed to making sure the City receives the training and support you need to use your EnergyCAP solution efficiently.

On-going support. Users will have multiple options for continuing to improve their knowledge and use of our solution.

Customized online or onsite training and support. ENC can provide, upon request, additional customized online or onsite training and support sessions for your personnel. The appropriate ENC personnel will collaborate with you on an agenda for specific needs identified.

Customer Success. The Customer Success Team is here to ensure all your questions are answered. We bring our deep, industry-focused expertise, integrated technology and committed client service teams to help you accomplish more than you think is possible.

Catalyst training. All customers are encouraged to attend our in-person Catalyst conferences and trainings on a regular basis (<http://Conferences.EnergyCAP.com>.) Each conference offers up to three days of hands-on classroom instruction, with numerous opportunities to interface directly with other users from across North America.

Online resources. Through our website at www.EnergyCAP.com, we offer tremendous resources to assist our customers. Resources include an online, searchable knowledgebase, videos, technical bulletins, and a searchable Help manual. The resources are free and accessible by all customers.

Hosting services. ENC will make the Subscription Services available 99% of the time determined on a quarterly basis during your term. Exceptions include planned downtime (of which ENC will provide at least 8 hours' prior notice which notice will be provided via the Subscription Services and be scheduled to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday) or any unavailability caused by a Force Majeure Event.

Technical support. Ongoing support helps ensure long-term effectiveness, and all authorized users have access to support resources. Our online Help Center can be accessed directly through the platform and includes videos, a context-sensitive help manual, and access to our Technical Support staff.

EnergyCAP's Customer Success staff may be contacted directly via email or toll-free phone call during the hours of 8:00am–5:00pm ET on standard business days. Support requests are responded to within four hours of receipt and are assigned one of three priority levels:

Routine – Five-day Resolution

Urgent – Two-day Resolution

Emergency – One-day Resolution

Service Level	Response	Resolution	Definition
Emergency	1 business hour	1 business day	The Subscription Services is offline or unavailable, data has been corrupted or lost and must be restored from a backup, and/or a business-critical feature/function is not available.
Urgent	2 business hours	2 business days	Important features of the Subscription Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Routine	8 business hours	5 business days	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug affecting a small number of users. Acceptable workaround available.

Key EnergyCAP personnel

Key personnel for continued support by ENC are listed below. The organizational chart includes personnel from our sales, development, project management, and client services staffs. Employee resumes, contact information, and other details are available via LinkedIn and can be viewed by clicking on the hyperlinked names.

Principal-in-Charge, Contracting Authority

John C. Heinz, MSM, MBA, VP Strategic Accounts

Nick Boyd, Sales Account Manager

Jamie Herman, Manager, Sales Account Management

EnergyCAP Technology Division

David Ulmer, MBA, Chief Product Officer

Adam Hegedus, Chief Security Officer

Chris Houdeshell, Chief Technology Officer

Samata Prabhu, Asst. Vice President, Technology Division

Mary Ann Hanlon, Sr. Technical Writer

EnergyCAP Project Management Office

Dan Behringer, Chief Project Officer

John Pierce, Director and EnergyCAP SME

Christopher Underwood, Senior Director, Project Management

Greg Elliott, Senior Director, Project Management

Josh Berkheimer, Sr. Project Manager

JB Evans, Sr. Project Manager

Jeremy Amaismeier, Senior Director, Project Engineering

EnergyCAP Client Services

Bill Bakken, Chief Customer Officer

Dennis Fox, Sr. Director, Customer Success and Support

Beth Calehuff, Customer Success Manager

Jere Warner, Director, CAPture Services

Jacque Wayman, Manager, Customer Operations

Ashley Kraige, CAPture Services Manager

Beth Gumble, Customer Operations Manager

Kim Fullam, Customer Operations Manager

Lorenzo Casna, Customer Success Engineer

Alberto Guerrero, Customer Success Engineer

8. System fees

Thank you for the opportunity to present pricing for our EnergyCAP energy and sustainability ERP software solution.

Summary pricing for our proposed solution is provided below, followed by itemized details on subsequent pages:

EXHIBIT G: Price Schedule	One-Time	2025	2026	2027	2028	2029
EnergyCAP, LLC						
Section 1: Base Cost for Licensing and Maintenance Costs						
Option A - Enterprise License (Unlimited Users)						
Enterprise License Fees: Unlimited Users	\$0.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98
Maintenance and/or License Fee Add-Ons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (Explain)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option A Total Costs	\$0.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98
Option B - Named Users Based Pricing						
License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Number of Named Users	30	30	30	30	30	30
Price per User	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option B Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option C - Meter Based Pricing						
License Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Number of Meters	5,000	5,000	5,000	5,000	5,000	5,000
Price per User	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option C Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Base Cost for Licensing and Maintenance Costs	\$0.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98

Section 2: Implementation, Transition, and Training Costs						
Implementation, Transition, and Training Costs						
Project Strategy, Planning and Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Implementation and Integration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Application Configuration and System Setup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Data Conversion (may include data mapping, migration or cleansing)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Integration to Other Software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Testing (unit, system, performance, user acceptance and regression)	\$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
Deployment	\$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
User Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Implementation, Transition, and Training Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Section 3: Other Additional Costs						
Storage Limitations and/or Additional Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Software Licenses or Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Service Cost (for example, cloud broker services, or provisioning services)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exit and Decommissioning Fees	\$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
Total Other Additional Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Sum for Summary Sheet (Sections 1 + 2 +3)	\$0.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98
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**Total Contract Cost of Ownership
(All Five Years)**
\$496,422.41

	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5
Optional Services (will not be included in cost evaluation)						
Rate schedules builder	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Scanned image of each bill can be retrieved and viewed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Forecasting Tools	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EnergyCAP SmartAnalytics (Interval Data Module, Platform fee + \$23,525. 400 Standard Points + 400 UIDI Points)	\$59,400.00	\$65,340.00	\$71,874.00	\$79,061.40	\$86,967.54	
EnergyCAP CarbonHub (GHG Emissions Module for Scopes 1 and 2* for tracking up to 5,000 emissions)	\$3,900.00	\$81,312.74	\$89,444.01	\$98,388.42	\$108,227.26	\$119,049.98
*If scope 3 is needed, we can provide an updated pricing estimate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Hourly Rates for Additional Service Requests (will not be included in cost evaluation)

Project Management	\$195/hour
Development	\$250/hour
Account Management	\$95/hour
Trainer	\$250/hour
Standard Online Training	\$250/hour
Custom Online Training	\$450/hour
Onsite Training	\$4,000 per day
Premium Maintenance	\$195/hour
Additional Databases	\$1,080.00/yr
Advanced Hosting	\$4,500.00/yr minimum or \$1.80/meter/yr
Optimum Hosting	\$5,625.00/yr minimum or \$2.25/meter/yr
Single Sign On	\$1,080.00/yr

Utility Interval Data Integration - UIDI	\$91.80/meter
--	---------------

9. Corporate Citizenship

Sustainable business practices

As an organization whose primary focus is energy and resource conservation, ENC has encouraged sustainable business practices since the company’s inception and continues to seek ways to conduct business in an environmentally sound manner. ENC confirms this commitment via the following actions:

- Purchase, when possible, recycled, and non-toxic paper and other office products
- Limit work-related travel by encouraging the use of online demonstration and meeting technologies.
- Encourage sustainability via the use of electronic documents and records in lieu of printed materials
- Companywide recycling program for paper, plastics, glass, cardboard, and other locally recyclable materials
- Encourage and pay for employees to obtain certifications in disciplines related to energy conservation–Certified Energy Manager, Business Energy Professional, etc.–so that we, as a company, can help other organizations conserve energy and resources.
- Maintain memberships in multiple sustainability-related organizations

Values and culture

ENC strives to not only provide stellar service to our customers but also to make a difference for people around the world. We help our employees do what they do best every day by offering an open, collaborative, and flexible office culture and providing one of the industry’s best benefits packages.

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

ADDENDUM A

RFP No. 10090154-24-S

Revised RFP Closing Date: July 12, 2024
@2:00p.m.

Bid for furnishing the City of San Diego with **Energy Billing and Usage Management Software**

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

1. Delete the original Coversheet and replace with the attached Addendum A Coversheet.
(Note: The closing date has been extended to July 12, 2024.)
2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Request for Proposal Signature Page 3.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Sandra M. Vasquez

Sandra M. Vasquez
Supervising Procurement Contracting Officer
(619)236-6032

June 6, 2024



Request for Proposal (RFP) for Energy Billing and Usage Management Software

Addendum A

Solicitation Number:	10090154-24-S
Solicitation Issue Date:	April 09, 2024
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	April 30, 2024 @ 12:00 p.m.
Revised Proposal Due Date and Time ("Closing Date"):	July 12, 2024 @ 2:00 p.m.
Contract Terms:	Five (5) years from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Sandra M. Vasquez Supervising Procurement Contracting Officer smvasquez@sandiego.gov 619-236-6032
Submissions:	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic bid via PlanetBids, of their response as described herein.</p> <p>The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</p> <p>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p>

June 6, 2024

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

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

EnergyCAP, LLC

Proposer

BY:

360 Discovery Drive

Street Address

Print Name: Claudia C. Abarca

Boalsburg

City

Director, Purchasing & Contracting Department

877-327-3702

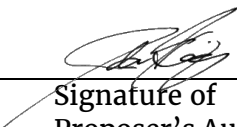
Telephone No.

Date Signed

Sales@EnergyCAP.com

E-Mail

BY:


Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

John Heinz

Print Name

BY:

Deputy City Attorney

VP, Strategic Accounts

Title

6/10/2024

Date

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:

Energy Billing and Usage Management Software

#10090154-24-S

B. BIDDER/PROPOSER INFORMATION:

EnergyCAP, LLC

Legal Name	Boalsburg	DBA	
360 Discovery Drive		PA	16827
Street Address	City	State	Zip
John Heinz	8144130708	719-623-0577	
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.

Nick Boyd	Sales Account Manager
Name	Title/Position
Costa Mesa, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
the value of any financial interest in the transaction	
Interest in the transaction	

John Heinz	VP Strategic Accounts
Name	Title/Position
Boalsburg, PA	
City and State of Residence	Employer (if different than Bidder/Proposer)
the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction	
Interest in the transaction	

Jamie Herman	Manager, Sales Account Managers
Name	Title/Position
Boalsburg, PA	
City and State of Residence	Employer (if different than Bidder/Proposer)
the value of any financial interest in the transaction	
Interest in the transaction	

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☒ **Yes** ☐ **No**

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

2. Is your firm a non-profit?

☐ **Yes** ☒ **No**

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

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ **Yes** ☒ **No**

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☐ **Corporation** Date incorporated: _____ State of incorporation: _____

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

Type of corporation: C ☐ Subchapter S ☐

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

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

Is your firm a publicly traded corporation? ☐ Yes ☒ No

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

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

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

If **Yes**, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 3/2/2021 State of formation: Delaware

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

Resurgens Technology Partners
HCAP Holdings

☐ **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: Webster Bank, National Association

Point of Contact: Janice Wood

Address: 200 Executive Blvd. South SO388

Phone Number: (860)692-1772

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.: 27-1272222 Year Issued: 2021

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: University of California Office of the President

Contact Name and Phone Number: Rob Stanton
Contact Email: robert.stanton@ucop.edu - 925-766-7490
Address: 1111 Franklin Street, Oakland, CA 94607
Contract Date: April 7, 2009
Contract Amount: \$ 906,900.00
Requirements of Contract: Utility bill tracking for all UC campuses

Company Name: City of Los Angeles
Contact Name and Phone Number: Suzanne Carter - 213-473-9960
Contact Email: suzanne.h.carter@lacity.org
Address: 111 E. First St, Room 512, Los Angeles, CA 90012
Contract Date: September 30, 2016
Contract Amount: \$ 231,910.51
Requirements of Contract: Utility bill tracking and reporting for all city facilities and utility accounts

Company Name: Orange County, CA
Contact Name and Phone Number: Damisha English-Corsey - 714-667-1628
Contact Email: damisha.english-corsey@ocpw.ocgov.com
Address: 300 North Flower Street, Santa Ana, CA 92703
Contract Date: April 1, 2008
Contract Amount: \$ 431,920.00
Requirements of Contract: Utility bill tracking and reporting for all county facilities

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: _____

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: _____

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.

John Heinz, VP of Strategic Accounts

John Heinz

Digitally signed by John Heinz
Date: 2024.05.31 12:38:42
-04'00'

5/31/2024

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

Does Not Apply

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.

John Heinz, VP of Strategic Accounts

Print Name, Title

John Heinz

Signature

Digitally signed by John Heinz
Date: 2024.05.31 12:38:56
-04'00'

5/31/2024

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

V. Small and Local Business Program Requirements.

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

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

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: EnergyCAP, LLC

Certified By John Heinz Title VP, Strategic Accounts

Name



Signature

Date May 30, 2024

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: EnergyCAP, LLC

ADA/DBA: EnergyCAP, LLC

Address (Corporate Headquarters, where applicable): 360 Discovery Drive

City: Boalsburg County: Centre State: PA Zip: 16827-2506

Telephone Number: 814-237-3744 Fax Number: 719-623-0577

Name of Company CEO: Tom Patterson

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: SAAS Type of License: _____

The Company has appointed: Matthew Heinz

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: 360 Discovery Drive, Boalsburg, PA 16827-2506

Telephone Number: 814-553-3382 Fax Number: 719-623-0577 Email: matthew.heinz@energycap.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 EnergyCAP, LLC

(Firm Name)

Centre, PA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this May 30, 2024 day of May 30, 2024, 20May 30, 2024



(Authorized Signature)

John Heinz

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: EnergyCAP, LLC DATE: May 30, 2024

OFFICE(S) or BRANCH(ES): 360 Discovery Drive, Boalsburg, PA 16827-2506 COUNTY: Centre

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

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	0	0	0	0	1	3	0	0	0	0	19	15	0	0
Professional	1	0	1	0	2	1	0	0	0	0	16	9	0	0
A&E, Science, Computer														
Technical														
Sales											7	1		
Administrative Support	0	0	2	0	0	1	0	0	0	0	3	11	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	0	3	0	3	5	0	0	0	0	45	36	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees
93

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

Disabled	0													
----------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors	NA													
Volunteers	NA													
Artists	NA													

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

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

¹ One San Diego County (or Most Local County)
Work Force – Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners






EOCP Form for RFPs. 1

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	KC Sullivan (KC.Sullivan@energycap.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr4V-oVc9nXSpNI_8DZsqQ_zD_RnsPpSc
Number of Documents:	1
Document page count:	12
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Supporting files page count:	0

"EOCP Form for RFPs. 1" History

-  Document created by KC Sullivan (KC.Sullivan@energycap.com)
2024-05-30 - 6:13:52 PM GMT
-  Document emailed to John Heinz (john.heinz@energycap.com) for signature
2024-05-30 - 6:15:52 PM GMT
-  Email viewed by John Heinz (john.heinz@energycap.com)
2024-05-30 - 6:55:34 PM GMT
-  Document e-signed by John Heinz (john.heinz@energycap.com)
Signature Date: 2024-05-30 - 6:56:15 PM GMT - Time Source: server
-  Agreement completed.
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