



**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090409-25-R,
Medallia Experience Cloud Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090409-25-R, Medallia Experience Cloud Services (Contractor).

RECITALS

On or about 6/6/2025, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide Medallia Experience Cloud as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a term of two (2) years with three (3) additional one-year (1) option periods, with services commencing on August 17, 2025. City may, in its sole discretion, exercise the option(s) to extend this contract. 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 retroactive to August 17, 2025, upon execution 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 as outlined in the Pricing Schedule. Total expenditures under this Contract will not exceed \$3,000,000 without approval by City Council via a resolution or ordinance.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V ADDITIONAL OBLIGATIONS

5.1 Return of City Owned Data (“Data Dump”). Upon contract expiration or termination of the contract, the Contractor will immediately provide to the designated Contract Administrator all information, records, and electronic copies of the data collected and recorded. Data format will be agreed upon by both City and Contractor, 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.

ARTICLE VI CONTRACT DOCUMENTS

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

6.2 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.

6.3 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 document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- | | |
|-----------------|--|
| 1 st | The Contract |
| 2 nd | The ITB and the City’s written acceptance of any exceptions or clarifications to the ITB, if any |

3rd Contractor's Pricing

6.4 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.

6.5 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

Medallia, Inc.

Bidder

6220 Stoneridge Mall, Floor 2

Street Address

Pleasanton

City

8773922794


Telephone No.

kknoll@medallia.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name: Claudia C. Abarca

Director, Purchasing & Contracting
Title

November 3, 2025

Date Signed

BY: Karl Knoll

Karl Knoll (Oct 24, 2025 09:47:19 EDT)

Signature of Bidder's Authorized
Representative

Karl Knoll

Print Name

General Counsel

Title

10/24/2025

Date

Approved as to form this 6th day of

November, 20 25.

HEATHER FERBERT, City Attorney

BY:

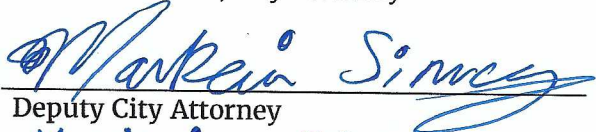

Deputy City Attorney
Markecia Simmons

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids 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 bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 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 bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

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

It is not acceptable for bidder to take exception to terms in general with a request to negotiate specific terms in the ITB / Contract upon intent to award or to reference other contracts for terms and conditions. Bidder must list or reference each specific exception they are requesting for consideration and provide specific proposed alternative or amended language in the bidder's initial bid submittal for consideration.

Any additional documents that are deemed necessary to fulfill the Contract (e.g., forms, license agreements, contractual terms, or other confirming documents) must be provided in the Bidder's initial proposal submittal for consideration.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Authorized Distributer or Authorized Reseller Certificate.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Reserved.

2.11 Reserved.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

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

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 bidder 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.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

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. Bidder 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 bidder offers an item of a manufacturer or vendor other than that specified, the bidder 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 bidder'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. Bidder is responsible for verifying all prices and extensions before submitting a bid.

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

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder 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 bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB 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 bidder 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 bidder 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 bidder 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 bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the

CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder'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 bidder's request. Furthermore, the bidder 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 bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder'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 ITB.

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 bids.

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

4. Unit Price. Unless the bidder 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 bid, 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. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

- 1. Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder. See Exhibit B Scope of Work for more detailed information on Low Bid Award, Pricing, and Bid Evaluation Criteria information.
- 2. Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.
- 3. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.
- 4. Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.
- 5. Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

- 1. Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.
- 2. Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid 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 bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. 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 bidders 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.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

- 1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions (Exhibit C).
- 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. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Reserved.

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

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EXHIBIT B SCOPE OF WORK

A. BACKGROUND.

The City of San Diego, with a total population of nearly 1.4 million, is the eighth largest city in the nation and the second largest city in California. The City of San Diego provides a wide range of educational, recreational, protective, and infrastructure support services to its residents and the communities in which they live. A city is measured by how it delivers services. The City of San Diego (City) is no different; we owe our communities the best and we work to deliver world-class services.

The City currently utilizes Medallia Experience Cloud services to conduct surveys and data analysis of customer satisfaction and employee engagement. On the customer experience (CX) side, the results help City leaders make informed, data-driven decisions to better serve residents and provide responsive customer service. The results also help inform the annual budget process. On the employee experience (EX) side, the City operates with a workforce of more than 13,000 employees. To continually improve our workplace, the City conducts an Employee Satisfaction Survey (ESS) on a semiannual basis to measure employee engagement and overall satisfaction. The results help elected officials and City management assess employees' perceptions about job satisfaction, growth and recognition, management, teamwork, resources, communication, and work environment, as well as inform the annual budget process.

The City is currently seeking bids from qualified vendors to continue use of the platform to drive improvements in both customer and employee satisfaction.

B. SOLUTION REQUIREMENTS.

Medallia Experience Cloud Software as a Service (SaaS) for the City.

The subscription will be comprised of the following components:

1. Data Record Tier ("EDR") Subscription per Pricing Schedule; and,
2. Support and maintenance services, referred to as Managed Service Subscription Units, or 'Managed Service Hours'.

The City's current utilization rate is roughly 200,000 data records and 120 managed service hours, annually. The requested Pricing Schedule/Table will approximate this utilization level, however, the City reserves the right to purchase more or fewer quantities of the listed items, as ultimately reflected in the purchase order issued by the City.

C. GENERAL BID REQUIREMENTS

The following requirements apply to all the solutions the City is requesting:

1. **Authorized Distributors or Authorized Resellers.** To provide the goods and services

described in this solicitation, bidders must be authorized distributors or authorized resellers of the items listed.

2. **Payments Schedule.** Payments for the term of the Contract will be made on an annual basis in accordance with the City's General Contract Terms and Provisions. Payments for ad hoc purchases made throughout the year will be paid under standard Net 30 terms.
3. **Additional Data Tiers.** Should the need arise, the City reserves the right to purchase additional data record tiers at no more than the pro-rated Bid rate throughout the duration of the Contract.
4. **Questions and Comments.** Bidders that are unsure or have any questions regarding any of the solicitation requirements should submit questions through PlanetBids. Please do not assume if you are unsure.
5. **Exceptions.** Bidder must list or reference each specific exception they are requesting for consideration at time of bid submittal per Exhibit A. It is not acceptable for bidder to reference other contracts for terms and conditions.

D. PRICING

The specific product part numbers required and estimated quantities of each are as listed in the Pricing Schedule (Exhibit D), which is incorporated into this Contract by reference.

This bid shall be evaluated and awarded by lot to the lowest responsible and responsive bidder (the bid that has the lowest annual costs) whose bid meets all the requirements of this ITB. Lot means all items in the Pricing Schedule. Bidder must bid on all items in Option 1 and are also encouraged to bid on Option 2 in the Pricing Schedule. The City reserves the right in its sole discretion to increase or decrease the quantities of any item.

The Pricing Schedule (Exhibit D) is the only form and format that will be accepted for bid pricing. Failure to provide pricing utilizing the Pricing Schedule may deem the bid as non-responsive and unacceptable, resulting in rejection of the bid.

The City intends to issue Purchase Order(s) for quantities as estimated in the Pricing Schedule. Any variations from the estimated quantities shall not entitle Contractor to an adjustment in the unit price or to any additional compensation.

Any and all required fees must be included within the pricing bid. The City will not accept any additional costs or fees not reflected in the per-unit costs bid.

E. ADDITIONAL INSURANCE REQUIREMENTS

Cyber Liability - Contractor shall provide a copy of all System User software license agreements that they will be requesting the City to execute. In addition to the requirements of the City of San

Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII (Exhibit C), Contractor shall provide, at its sole cost and expense, evidence of Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Contractor is engaged with Insured for such length of time as necessary to cover any and all claims.

F. BID EVALUATION CRITERIA

The City is requesting pricing on the following two (2) contract term options:

1. Option 1: One-year base term with four (4) additional one-year option periods (paid annually)
2. Option 2: Two-year base term with three (3) additional one-year option periods (paid annually)

The City prefers to award a two-year fixed price term (Option 2) contract to the lowest responsible bidder, however, the City reserves the right to award the contract to the lowest responsible bidder for Option 1, whichever has the lowest annual costs.

Bidders must bid on all items in the Option 1 - One Year Commitment tab, but bidders are also encouraged to provide pricing on Option 2 - Two Year Commitment tab.

For those bidders that do not provide itemized pricing for Option 2, the City will use the percentage provided by bidders in Option 1, Table 3 (Maximum Percentage Unit Price Increase for Option Years One through Four) of the Pricing Schedule (Exhibit D) to determine unit pricing and total potential costs. This will provide a fair comparison of pricing for a two-year term in order for the City to determine which bidder and which term option represents pricing that has the lowest annual costs.

Additional Term Option Details:

In lieu of a one-year base term with the option to extend for up to four (4) additional one-year terms (Option 1), the City is willing to commit to a two-year base term with the option to extend for up to three (3) additional one-year terms paid annually at the beginning of each year (Option 2). The two-year commitment option will be dependent upon the pricing provided by bidders.

Exhibit D Details (Pricing Schedule/Table) [\[See Excel Sheet\]](#)

Option 2. Medallia Pricing for a Two-Year Commitment (PAID ANNUALLY)

Table 1. Medallia Unit Pricing Table

Item No.	Product Description	Est. Qty	Unit Price for 12 Months (Year 1)	Cost for One Year (Est. Qty x Unit Price)	Unit Price for 12 Months (Year Two)	Cost for Year Two (Est. Qty x Unit Price)
1	Medallia Experience Cloud – Data Records (EDR) Tier 2 One time discount	3	\$ 168,000.00 \$ 113,000.00	\$ 504,000.00 \$ 339,000.00	\$ 168,000.00 \$ 113,000.00	\$ 504,000.00 \$ 339,000.00
2	Managed Services Subscription Units – hourly	3	\$ 55,000.00	\$ 165,000.00	\$ 55,000.00	\$ 165,000.00
		100	\$ 150.00	\$ 15,000.00	\$ 150.00	\$ 15,000.00
			Total Cost Year One	\$ 180,000.00	Total Cost Year Two	\$ 180,000.00

Table 2. Payments – Two Year Commitment

Payment Schedule	Payment Amount
Payment No. 1: Invoiced Start of Year One	\$ 180,000.00
Payment No. 2: Invoiced Start of Year Two	\$ 180,000.00

Table 3. Maximum Annual Percentage Unit Price Increase for Option Years Three through Five

Maximum Unit Price Percentage Increase	5.00%
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* Percentage Increase **IF** City exercises the option to extend contract past year two.

****Note:** Please refer to Section 3.4. Price Adjustments in the City of San Diego's General Contract Terms & provisions (Exhibit C) for the maximum allowable rate increase and the requirements associated with price increase request.

Table 4. Minimum Discount Off of List Price for Additional Purchases

Percentage Discount Off of List Price	2.00%
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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.

Medallia

MASTER SUBSCRIPTION AGREEMENT

This Medallia Master Subscription Agreement (the “**Agreement**” or “**MSA**”) is effective as of the last day of signature below (the “**Effective Date**”) and is between The City of San Diego, a municipal corporation and its subsidiaries and affiliated group companies (“**Customer**” or “**City**”) and Medallia, Inc. and its subsidiaries and affiliated group companies (“**Medallia**” or “**Contractor**”), also referred to individually as “**Party**” and collectively as the “**Parties**.” Medallia provides experience management products (the “**Medallia Products**”). This Agreement establishes additional terms and conditions for the purchase and provision of subscriptions to Medallia Products and related professional services provided by Medallia (“**Professional Services**”).

This MSA is incorporated into the **CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090409-25-R, Medallia Experience Cloud Services as Supplemental Exhibit E**. Medallia desires that the terms and conditions contained in this MSA be supplemental or additional to the terms and conditions contained in the City’s Contract. The Parties acknowledge and agree that any terms and conditions contained in this MSA which are in contravention to the legal provisions, requirements, terms, and conditions contained in the ITB and the City’s Contract, then those conflicting terms and conditions contained in this MSA are invalid and unenforceable under the City’s Contract. In the event of a conflict between the legal provisions, requirements, terms, and conditions contained in the ITB and the City’s Contract and those contained in this MSA, the legal provisions, requirements, terms, and conditions contained in the ITB and the City’s Contract shall control.

1. ORDERS

a. General

This Agreement (MSA) does not itself obligate the parties to purchase or provide subscriptions to Medallia Products or Professional Services. Such obligations will be documented in ordering documents that describe the relevant Medallia Products or Professional Services scope and the related fees (an “**Order**”). An explicit conflict between these agreements will be resolved according to the following order of precedence: (1) an Order; and (2) this Agreement (MSA).

2. PROVISION OF MEDALLIA PRODUCTS

Medallia will make Medallia Products available to Customer through the web browsers and mobile applications specified on the Order and will maintain the hardware and software necessary to provide Medallia Products. Details of the relevant Medallia Products, and applicable service level

agreement and support terms will be set forth in the applicable product and services descriptions (the “**Documentation**”). Medallia will provide Customer with access to every product improvement consistent with the scope established in the Order, when and if generally available.

3. MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WARRANTY

a. Express Warranties

Medallia Products will perform in a manner consistent with the Documentation, this Agreement and Order(s) (the “**Solution Warranty**”). Professional Services will be provided in a true and workmanlike manner, consistent with this Agreement and the Order (the “**Services Warranty**”).

b. Remedy for Failure of the Solution Warranty

Upon receipt of written notice of a Solution

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Warranty breach, Medallia will provide a correction at no charge. If Medallia cannot correct the breach within forty-five (45) days from receipt of the warranty notice, then Customer may terminate the affected Order at any time within the next thirty (30) days and receive: (i) if the breach notice was received fewer than ninety (90) days after the Effective Date, a refund of applicable subscription fees paid; or (ii) if the notice was received at any other time, a prorated refund of subscription fees from the date of the warranty notice. This is Customer's sole and exclusive remedy for a breach of the Solution Warranty.

c. Remedy for Failure of the Professional Services Warranty

Upon receipt of written notice of a Services Warranty breach, Medallia will re-perform the Professional Services as necessary to correct the breach. If Medallia cannot correct the breach within forty-five (45) days from receipt of the warranty notice, then Customer may terminate the affected portion of the Order at any time within the next thirty (30) days and receive a refund of Professional Services fees paid for nonconforming or unperformed Professional Services. This is Customer's sole and exclusive remedy for a breach of the Professional Services Warranty.

d. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEDALLIA PROVIDES MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES "AS IS," MAKES NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO MEDALLIA PRODUCTS OR PROFESSIONAL SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES, SUCH AS: (I) WITHOUT PREJUDICE TO CUSTOMER'S RIGHT TO SERVICE CREDITS, IF APPLICABLE, FOR A FAILURE TO MEET MEDALLIA'S UPTIME COMMITMENTS, ANY WARRANTY THAT MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED; AND (II) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

e. Beta Services

From time to time, Customer may have the option

to participate in early access programs to use alpha or beta services, products, features and documentation ("**Beta Services**") offered by Medallia. These Beta Services are not generally available and may contain bugs, errors, or defects. Accordingly, Medallia provides the Beta Services to Customer "AS IS" without any indemnifications, support and warranties of any kind, whether express or implied, with respect to the Beta Services. Additionally, the Medallia service level agreement does not apply to the Beta Services. Medallia may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

4. USE OF MEDALLIA PRODUCTS

a. General Obligations

Other than using Medallia Products and its functionalities under an Order, Customer may not: (i) copy, modify, distribute, sell, or lease any part of Medallia Products or included software, or reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions; (ii) use Medallia Products functionality to infringe upon the intellectual property rights of others, or to commit an unlawful activity; and (iii) provide, make available to, or permit individuals other than Customer's authorized users, to use or access the Medallia Products, in whole or in part.

b. Compliance Obligations

Customer will access Medallia Products only for its internal business purposes and will use industry standard practices to restrict the unauthorized use of Medallia Products credentials. Customer will be responsible for ensuring that its use of Medallia Products and the delivery of Customer Data to Medallia are allowed under applicable laws, regulations, and agreements. This responsibility includes, but is not limited to: (i) ensuring that Customer's use of Medallia Products is allowed by applicable law and does not violate any Customer privacy policy, terms-of-use or other agreement to which Customer is a party; (ii) securing and maintaining any required consents; (iii) ensuring the validity of any customer contact information provided to Medallia; and (iv) timely informing Medallia of opt out requests received after delivery

SUPPLEMENTAL EXHIBIT E

of the Customer Data to Medallia. Customer shall not configure Medallia Products to collect bank account numbers, payment card or credit card information, bank transaction information, government identification numbers including (but not limited to) social security numbers, state identification numbers, and passport numbers, and sensitive personal information including (but not limited to) religious beliefs, health, sexual orientation, race, and union membership and Medallia will not be liable for non-compliance under laws and regulations that applies to the processing of the foregoing categories of data. Customer assumes sole responsibility for results obtained from the use of the Medallia Products and for conclusions drawn or decisions taken from such use, and Customer relies on the results obtained from the use of the Medallia Products at their own risk.

c. Third Party Services

If Customer integrates, or directs Medallia to integrate, Medallia Products with any third party service (e.g., another Customer-managed software solution) Customer acknowledges that such third party service might access, use, or retain Customer Data and Customer permits the third party service provider to do so. Medallia shall not be responsible and liable for data transfers to third party services or the Customer's use of any such services. If Customer uses any third party service in connection with Medallia Products or uses Medallia Products to link or direct online traffic to third-party websites, Customer shall ensure that such use complies with the terms of use of those third party services.

5. OWNERSHIP AND USE RIGHTS

a. Customer Data

As between Customer and Medallia, Customer retains all right, title and interest in all data delivered to Medallia by Customer or collected by Medallia on behalf of Customer (the "**Customer Data**"), including any personal data as defined by applicable data privacy laws ("**Personal Data**"). Customer grants Medallia a non-exclusive, non-transferrable, non-sublicensable, worldwide, limited license to the Customer Data for the purposes of: (i) providing and improving Medallia

Products and Professional Services, provided that the improvements are not derived from the use of Personal Data; and (ii) developing and publishing broadly applicable experience management insights (such as industry experience management benchmarks, if applicable, provided that only aggregated or de-identified Customer Data is used).

b. Medallia Products

Medallia owns Medallia Products, including all features, functionalities, configurations, designs, templates, and other proprietary elements contained therein and all modifications, improvements, and derivative works thereof. Medallia will provide Customer with access to Medallia Products as described in the Order during the term of an Order for its internal business purposes. If Customer uses a Medallia API or software developer kit ("**SDK**"), Medallia grants Customer a non-exclusive, worldwide, limited license for use of such API or SDK for the purpose of enabling Customer to use Medallia Products. Customer will not remove, obscure, or alter Medallia's copyright notice, or other proprietary rights notices affixed to or contained within Medallia Products or any related documentation. Customer grants Medallia a worldwide, limited, perpetual, non-exclusive, non-transferable, revocable, royalty-free license to use feedback provided by Customer to Medallia related to the Medallia Products and agrees that Medallia may incorporate similar development ideas to its products and services from such feedback.

c. Documentation

Medallia owns all right, title and interest in the Documentation and all derivative works thereof. Medallia grants Customer a non-exclusive, worldwide limited license to use and copy the Documentation for internal business purposes during the term of an Order.

d. Trademarks

Customer grants Medallia a limited, non-exclusive license to mark Customer surveys and reports and Customer's instance of Medallia Products with Customer's trademarks, when requested by Customer and subject to Customer approval for consistency with its branding guidelines.

SUPPLEMENTAL EXHIBIT E

e. Reserved Rights

Customer and Medallia each reserve all intellectual property rights not explicitly granted herein.

6. PAYMENTS

a. Invoicing

Fees due and payable for Medallia Products and Professional Services will be stated on the Order. Customer agrees to timely pay all fees. Fees are non-cancelable and non-refundable other than as explicitly stated in this Agreement.

b. TAXES

Invoiced amounts are payable in full, without reduction for transaction taxes (e.g., value added taxes, consumption taxes, goods and services taxes, GST/HST, excise, sales, use or similar taxes, and withholding taxes). Customer is required to pay all such transaction taxes, either directly or by increasing payments to Medallia to offset taxes that Customer is required to deduct from payments. If Medallia has a legal obligation to pay or collect such transaction taxes, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Medallia with a valid tax exemption certificate. If any payments made by Customer to Medallia under this Agreement are subject to any withholding or similar taxes, Customer shall gross up such payments so that Medallia receives an amount equal to the full payment that would have been received had there been no withholding or deduction.

c. Notwithstanding anything in this Section **6. PAYMENTS**, the Parties acknowledge and agree that the payment terms and provisions as outlined in the ITB and the City's Contract shall control.

7. TERM AND TERMINATION

a. Term

The term of this Agreement is from the Effective Date through the last to expire Order.

b. Termination for Cause

Either party may terminate this Agreement or Order within thirty (30) days upon the occurrence of

either of the following: (a) in the event the other party fails to cure any material breach of this Agreement or the relevant Order within thirty (30) days after receipt of written notice; or (b) if the other party files or has filed against it any bankruptcy or similar proceeding or enters into any form of arrangement with its creditors that is not removed within sixty (60) days of filing.

c. Transfer of Customer Data Upon Termination

Upon termination of this Agreement or an Order, Medallia will make customer feedback collected through and, at the time of termination, stored within Medallia Products available for secure download by Customer in a standard flat file format for at least thirty (30) days (the "**Data Transfer Period**"). Within sixty (60) days of the end of the Data Transfer Period, Medallia will remove all Customer Data from Medallia Products.

8. INSURANCE

Medallia will maintain insurance policies providing at least the following coverage and will provide a certificate of insurance upon request:

- (i) Technology Errors & Omissions / Professional liability with a limit of at least \$5 Million;
- (ii) Cyber/Network and Information Security liability with a limit of at least \$5 Million;
- (iii) Commercial General liability with a limit of at least \$1 Million;
- (iv) Automobile liability with a limit of at least \$1 Million;
- (v) Workers Compensation and Employer's liability with a limit of at least \$1 Million;
- (vi) Umbrella liability with a limit of at least \$5 million.

Notwithstanding anything in this **Section 8. INSURANCE**, the Parties acknowledge and agree that Medallia shall provide and maintain, at a minimum, the insurance types and amounts as outlined in Exhibit B Scope of Work and Exhibit C (Article VII of the General Contract Terms and

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Provisions).

9. PRIVACY, SECURITY, AND AUDITS

a. Compliance with Data Protection Laws

In processing Personal Data in the Medallia Products and through the Professional Services to Customer, Medallia shall comply with relevant obligations under applicable privacy and data protection laws, including the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17.00), the California Consumer Privacy Act of 2018 (the “CCPA”), and other applicable United States data protection laws at the state level, and implementing national legislation, and Regulation 2016/679 (also known as GDPR). Medallia shall not (i) sell Personal Data as defined under the CCPA, or (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of providing the Medallia Products and performing Professional Services.

b. Data Processing Agreement

To the extent Medallia processes Personal Data of EU data subjects on Customer’s behalf the following data processing agreement shall apply: https://www.medallia.com/wp-content/uploads/pdf/description/Medallia_Data_Processing_Agreement.pdf

c. Security Obligations

Medallia shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of Customer Data, in accordance with Medallia's security standards described in Exhibit A (Security Measures).

d. Security Incident Response

Medallia shall respond to Security Incidents as described in Exhibit A.

e. General Performance Audits

Customer may, no more than once per year, audit Medallia’s performance under this Agreement and each Order, and Medallia will maintain records sufficient for such audits, including service hours provided, uptime, and the results of security and disaster recovery tests.

f. Security Audits

Certain Medallia Products are regularly audited by independent third parties and/or internal auditors. Upon request, Medallia shall supply (on a confidential basis) a summary copy of its audit report(s), if applicable, as well as written responses (on a confidential basis), not more than once per year, to all reasonable security and audit questionnaires that are necessary to confirm Medallia's compliance with this Agreement. Medallia shall permit Customer (or its appointed third party auditors) to carry out an audit of Medallia's processing of Customer Data under this Agreement following: (i) a Security Incident or (ii) upon the instruction of a data protection authority.

g. Audit Procedure

Each audit requires at least thirty days’ prior notice, except in the event of a Security Incident or upon instruction of a data protection authority. Audits will take place on a mutually agreed date during Medallia’s normal business hours, and Customer will cause its representative or agent to employ such reasonable procedures and methods as are necessary and appropriate in the circumstances to minimize interference with Medallia’s normal business operations. Onsite audits are limited to two business days.

h. Data Collection

Medallia Products enable Customer to import and collect a wide range of information about Customer's customers or end users. The types of data that are imported and collected in Medallia Products will be within Customer's control, and will be specified during implementation and use of each product.

SUPPLEMENTAL EXHIBIT E

10. CONFIDENTIALITY

a. Controlling Statement of Obligations

The terms of this Confidentiality provision supersede any non-disclosure or confidentiality agreement entered into by the parties prior to the Effective Date of this Agreement.

b. Confidential Information

Confidential Information means all information provided by a disclosing party to a receiving party that a reasonable industry participant would deem to be confidential, including for example: (i) all information that is marked confidential; (ii) the terms of this Agreement and each Order; (iii) features and functionality of Medallia Products and related documentation; and (iv) Customer Data.

Confidential Information does not include information that is independently developed, that becomes public knowledge through no fault of the receiving party, or that is received from a third party under circumstances that do not create a reasonable suspicion that it has been misappropriated or improperly disclosed.

c. Use and Disclosure Restrictions

A receiving party will use commercially reasonable efforts to protect Confidential Information it receives and will use Confidential Information only as necessary to perform its obligations and exercise its rights under this Agreement and each Order. A receiving party will not disclose Confidential Information to third parties other than as permitted under this Agreement or as compelled by a court or regulator of competent authority (and then while taking all reasonable steps to inform the disclosing party prior to disclosure and to limit the scope of the disclosure).

11. INDEMNIFICATION

a. Intellectual Property Indemnification by Medallia

Medallia will defend Customer against claims, causes of action, and investigations by third parties or government agencies and will pay the resulting judgments, fines, settlements, court costs, and

attorneys fees (to “**Indemnify**”) for third party claims alleging that Medallia Products infringe a third-party patent, copyright, or trademark or misappropriate a third-party trade secret, subject to the following limitations: (i) if the alleged infringement arises from a modification or alteration by Customer or the unauthorized use of Medallia Products; (ii) if the alleged infringement arises from a violation of Customer’s obligations in this Agreement and Documentation ; or (iii) if the alleged infringement arises from the combination or use of Medallia Products with any product(or process not provided by Medallia, and if Medallia would not be liable for inducement or contribution for such infringement, then Medallia will have no obligation to Indemnify.

If Customer establishes a reasonable belief that use of Medallia Products will be enjoined, then Medallia will use commercially reasonable efforts to substitute the affected functionality with a non-infringing alternative or to procure a license to allow for the continued use of the affected functionality. If use of Medallia Products is enjoined and if Medallia has not provided a non-infringing alternative, then Customer may, within thirty (30) days of the date of the injunction, terminate the affected Order immediately upon written notice and receive a refund of the unused portion of prepaid fees.

b. Data Breach Indemnification by Medallia

Medallia will Indemnify Customer for third party claims arising from the improper access, use, or disclosure of personally identifiable Customer Data caused by: (i) Medallia’s breach of its obligations under this Agreement; or (ii) the willful misconduct or gross negligence of Medallia personnel or any third party under Medallia’s control (the “**Data Indemnities**”). To the extent that the Data Indemnities apply to any government agency fines or court judgments, the Data Indemnities only cover the amounts of any such fines or awards under such judgments that are directly attributable by the relevant government agency or court to the failure of Medallia to comply with its obligations under this Agreement and the DPA (where applicable).

SUPPLEMENTAL EXHIBIT E

c. Indemnification by Customer

Customer shall Indemnify Medallia from third-party claims arising out of: (i) Customer's or any of its employees and agents use of Medallia Products in violation of the terms of this Agreement; and (ii) alleged infringement of a third-party patent, copyright, or trademark or misappropriation of a third-party trade secret arising out of (A) an unauthorized modification or alteration by Customer of Medallia Products; or (B) an unauthorized combination or use of Medallia Products with any product or process not provided or authorized by Medallia.

d. Indemnification Requirements and Procedure

The party seeking indemnification (the "**Indemnified Party**") will provide timely notice to the party from which it seeks indemnification (the "**Indemnifying Party**") (although untimely notice will relieve the Indemnifying Party of its indemnification obligations only commensurate with actual prejudice suffered as a result) and will provide reasonable assistance to Indemnifying Party at the Indemnifying Party's expense. Except in relation to a claim, cause of action, investigation or enforcement activity (including any resulting fine) by a government agency under the Data Indemnities, the Indemnifying Party will have sole control over the defense, but the Indemnified Party will have the right to participate at its own cost.

The Indemnified Party shall take reasonable steps to mitigate the amount of any losses suffered as a result of an event that may give rise to a claim by the Indemnified Party against the Indemnifying Party.

The Indemnified Party will not admit liability, nor pay any amounts to third parties, without first obtaining the Indemnifying Party's written consent (such consent not to be unreasonably withheld or delayed).

Where the Indemnified Party makes, or anticipates making, a claim relating to a claim, cause of action, investigation or enforcement activity (including any resulting fine) by a government agency, it must consult with the Indemnifying Party throughout such matter (including by way of provision of

relevant documentation and correspondence) and have reasonable regard to any representations made by, the Indemnifying Party to the government agency in respect of the matter and keep the Indemnifying Party informed as to the progression of the investigation or enforcement activity. This consultation must be made within sufficient time to enable the Indemnifying Party to respond before any final decision is made.

12. LIMITATION OF DAMAGES AND LIABILITY

a. Limitation of Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES OR FOR LOST PROFITS, LOST REVENUES, HARM TO GOODWILL, OR THE COSTS OF PROCURING REPLACEMENT SERVICES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE. THIS LIMITATION WILL APPLY TO ALL CLAIMS UNDER ALL THEORIES OF LAW AND EQUITY, EXCEPT WHERE PROHIBITED BY LAW.

b. Limitation of Liability

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE; WILLFUL MISCONDUCT; CLAIMS FOR INDEMNIFICATION UNDER THIS AGREEMENT; FOR FEES OWED IN EXCESS OF THE BELOW LIMIT; AND WHERE PROHIBITED BY LAW, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER WILL BE LIMITED TO:

(I) TWO TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR CLAIMS ARISING FROM A BREACH OF THE CONFIDENTIALITY AND PRIVACY AND SECURITY PROVISIONS OF THIS AGREEMENT; AND

(II) THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR ALL OTHER CLAIMS.

13. MARKETING

Medallia may include Customer's name and logo on Medallia's public customer list. Customer agrees to partner with Medallia on co-marketing and public relations activities to demonstrate the launch and success of Customer's program (e.g., press release, case study, testimonial, video). Customer grants Medallia a limited, non-exclusive, worldwide

SUPPLEMENTAL EXHIBIT E

license to use its trademark for these purposes.

14. GENERAL TERMS

a. Authority

Each party warrants that it has the authority to enter into this Agreement and each Order.

b. Assignment

Neither this Agreement nor any Order may be assigned without written consent (such consent not to be unreasonably withheld or delayed) and any such attempted assignment will be void.

c. Survival

All terms that must survive termination in order to have their customary effect, including terms related to confidentiality, indemnification, limitation of damages and liability, and post-termination data transfer will survive termination or expiration of this Agreement.

d. Force Majeure

No party will be deemed to have breached this Agreement or any Order if its failure to perform was caused by events beyond that party's reasonable control, such as mass failure of internet infrastructure, civil unrest, and natural disasters.

e. Independent Contractors

The parties are independent contractors. Neither party has the right to bind the other, and neither party will make any contrary representation to a third party.

f. Severability

If any clause of this Agreement (or any part thereof) is rendered void or unenforceable by any court or authority of competent jurisdiction then that clause will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

g. Export Compliance

Customer will comply with the export control and economic sanctions laws and regulations of the United States and other applicable jurisdictions. Consistent with that obligation, Customer will not make Medallia Products available to any person or entity that is: (i) located in a country that is subject

to a U.S. government embargo, (ii) on a U.S. government list of prohibited or restricted parties, or (iii) engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

h. Arbitration, Governing Law and Forum

Disputes arising from this Agreement will be settled by arbitration administered in San Mateo, California by the American Arbitration Association under its procedural Commercial Arbitration Rules and the substantive law of the United States of America and the State of California, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. This provision will not impair either party's ability to receive injunctive or other equitable relief from any court with jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

i. No Waiver

The failure of a party to timely enforce an obligation under this Agreement or Order will only be construed as a waiver if given in writing and will not act to waive any other obligation, including any future occurrence of the waived obligation.

j. Complete Agreement

Documentation that accompanies the Order constitute part of this Agreement. This Agreement and each Order contains the full agreement of the parties (superseding all prior or contemporaneous agreements) and may only be amended by a writing signed by both parties. Notwithstanding anything to the contrary therein, terms or conditions stated in Customer order documentation (e.g., a Customer purchase order) will be null and void. Neither party enters into this Agreement or Orders based on representations not stated in these documents, and there will be no presumption against either party as the drafter thereof.

k. Subcontractors

Medallia may utilize the subcontractors as described at medallia.com/subprocessors to provide services, provided that: (i) Medallia has bound the

SUPPLEMENTAL EXHIBIT E

subcontractor to agreements requiring it to conform to law, regulation, industry standards, and the quality, confidentiality, and privacy standards reflected in this Agreement; and (ii) Medallia remains responsible for delivery of the scope established in the Order. If Customer subscribes to updates through the site listed at medallia.com/subprocessors, Medallia shall provide notification of new subprocessors at least fifteen (15) days prior to any such changes. Customer may object to Medallia's appointment of a new technology provider by sending an email to privacy@medallia.com within ten (10) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss

such concerns in good faith aimed at achieving resolution. For Medallia Products hosted by subprocessors approved by FedRAMP and Jon AWS GovCloud, Medallia will use onAB P-ATO, which Customer can review in its Medallia GovCloud FedRAMP package.

I. Notices

Notifications required under this Agreement or an Order, including notifications in relation to breach, disputed payments, audit, or indemnification will be provided, when to Medallia to legalnotifications@medallia.com, and when to Customer in writing to the legal department to the address identified in an Order. Notifications will be effective as of the date of delivery.

So agreed by each party through its authorized signatory:

Medallia, Inc.

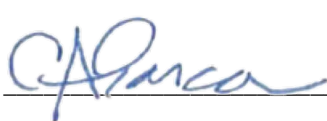
Signature: 
Karl Knoll (Oct 24, 2025 09:47:19 EDT)

Name: Karl Knoll

Title: General Counsel

Date: 10/24/2025

Customer

Signature: 

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: November 3, 2025

SUPPLEMENTAL EXHIBIT E

EXHIBIT A

Security Measures

Medallia maintains and manages a comprehensive written security program designed to protect: (a) the security and integrity of Customer Data; (b) against threats and hazards that may negatively impact Customer Data; and (c) against unauthorized access to Customer Data. Medallia's security program includes the following:

1. Risk Management

- a. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used in the Medallia Products.
- b. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.

2. Information Security Program

- a. Maintaining a documented comprehensive information security program. This program will include policies and procedures aligning with industry best practices, such as ISO 27001/27002.
- b. Such information security program shall include, as applicable: (i) adequate physical security of all premises in which Customer Data will be processed and/or stored; (ii) reasonable precautions taken with respect to Medallia personnel employment; and (iii) an appropriate network security program.
- c. These policies will be reviewed and updated by Medallia management annually.

3. Organization of Information Security

- a. Assigning security responsibilities to appropriate Medallia individuals or groups to facilitate protection of the Medallia

Products environment and associated assets.

- b. Establishing information security goals to be met.

4. Human Resources Security

- a. Medallia employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
- b. Ensuring all Medallia employees are subject to confidentiality and non-disclosure commitments before access is provisioned to Medallia Products and/or Customer Data.
- c. Ensuring applicable Medallia employees receive security and privacy awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
- d. Upon Medallia employee separation or change in roles, Medallia shall ensure any Medallia employee access is revoked in a timely manner and all Medallia assets, both information and physical, are returned.

SUPPLEMENTAL EXHIBIT E

5. Asset Management

- a. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Medallia assets.
- b. Maintaining media handling procedures to ensure media containing Customer Data is encrypted and stored in a secure location subject to strict physical access controls.
- c. When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
- d. If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Medallia Products that have been decommissioned will be subjected to these or equally effective standards.

6. Access Controls

- a. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Medallia personnel. The logical access process will restrict Medallia user (local and remote) access based on the principle of least privilege for applications and databases. Medallia user access recertification to determine access and privileges will be performed periodically.

Procedures for onboarding and offboarding Medallia personnel users in a timely manner will be documented. Procedures for Medallia personnel user inactivity threshold leading to account suspension and removal threshold will be documented.

- b. Limiting access to Customer Data to its personnel who have a need to access Customer Data as a condition to Medallia's performance of the services under this Agreement. Medallia shall utilize the principle of "least privilege" and the concept of "minimum necessary" when determining the level of access for all Medallia users to Customer Data. Medallia shall require strong passwords subject to complexity requirements and periodic rotation.

7. System Boundaries

- a. The systems that compose a functioning Medallia cloud platform for the Products are limited to shared components such as network devices, servers, and software that are physically installed and operating within Medallia's Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party provider that owns and operates the data centers in which this network infrastructure is collocated.
- b. Medallia is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Medallia may provide support for these components at its reasonable discretion.

SUPPLEMENTAL EXHIBIT E

8. Encryption

- a. Customer maintains ownership of the encryption all Customer Data uploaded to their Products through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an Medallia services API over a TLS/SSL connection to the Medallia cloud platform. Medallia will configure TLS and/or SSL certificates.
- b. Customer Data shall be encrypted at rest at the storage-level.

9. Physical and Environment Security

- a. Medallia products and customer data are hosted at providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization (“ISO”) 27001 and/or American Institute of Certified Public Accountants (“AICPA”) Service Organization Controls (“SOC”) Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and services for the Medallia cloud platform used for the Products.
- b. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Medallia cloud platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.

10. Operations Security

- a. Maintaining documented Medallia cloud operating procedures.

- b. Maintaining change and release management controls to ensure changes to products production systems made by Medallia are properly authorized and reviewed prior to implementation.
- c. Monitoring usage, security events, and capacity levels within the Medallia cloud to manage availability and proactively plan for future capacity requirements.
- d. Utilizing virus and malware protection software a, which are configured to meet common industry standards designed to protect Medallia systems and Customer Data from virus infections or similar malicious payloads.
- e. Implementing disaster recovery and business continuity procedures. These will include periodic replication of Customer Data to a secondary data center in a geographically disparate location from the primary data center.
- f. Maintaining a system and security logging process to capture critical system logs. These logs shall be maintained for at least six months and reviewed on a periodic basis.
- g. Ensuring systems processing and storing customer data are appropriately configured and hardened.
- h. Ensuring servers, operating systems, and supporting software used in the Medallia cloud for Products receive Critical and High security patches within a timely manner, In the event any such security patch would materially adversely affect the Products, then Medallia will use commercially reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Products.
- i. Conducting third-party external application penetration tests periodically.

SUPPLEMENTAL EXHIBIT E

11. Supplier Relationships

- a. Maintaining a Vendor Management Program to evaluate and mitigate risks for any third-parties that host or process customer data.

12. Security Incident

- a. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology (“NIST”), or equivalent in order to maintain the information security components of the Products environment.
- b. Responses to these incidents follow the Medallia documented incident response sequence. This sequence includes the

incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.

- c. Medallia will notify Customer of a Security Incident as required pursuant to applicable law but in no event later than 72 hour after a Security Incident. A “**Security Incident**” means a determination by Medallia of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity.

13. Information Security Aspects of Business Continuity Management

- a. Maintaining a business continuity and disaster recovery plan.
- b. Reviewing and testing this plan annually.

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:

Invitation to Bid (ITB) 10090409-25-R

B. BIDDER/PROPOSER INFORMATION:

<u>Medallia, Inc.</u>		<u>N/A</u>	
Legal Name		DBA	
<u>6220 Stoneridge Mall Road, Floor 2</u>	<u>Pleasanton</u>	<u>CA</u>	<u>94588</u>
Street Address	City	State	Zip
<u>Celeste Martinez, Contracts Mgr</u>	<u>(703) 434-2322</u>		
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.

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

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

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

☐ Yes ☒ No

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

2. Is your firm a non-profit?

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☒ **Corporation** Date incorporated: 12/02/2009 State of incorporation: Delaware

List corporation's current officers: President: Mark Bishof
 Vice Pres: _____
 Secretary: Karl Knoll
 Treasurer: Bas Brukx

Type of corporation: C ☒ Subchapter S ☐

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

If **Yes**, after what date: 10/26/2011

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

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

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

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

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

Please list the following: Authorized Issued Outstanding

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

Limited Liability Company Date formed: _____ State of formation: _____

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

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☒ No

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

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ Yes ☒ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo Bank, N.A.

Point of Contact: Lydia Diaconou, SVP, Relationship Manager

Address: 333 Market Street, Floor 17 San Francisco, CA 94105

Phone Number: 650-388-8011

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

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

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

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

7. Performance References:

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

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

Company Name: Please see response in Attachment A

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. BUSINESS REPRESENTATION:

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

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.

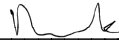
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and 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.

Bas Brukx, CFO



7/8/2025

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.

C.3. Medallia's current President, Mark Bishof, previously served as CEO of Clarabridge. Following the acquisition of Clarabridge by Qualtrics in July of 2021, Mr. Bishof served as strategic advisor and Chief Business Officer of Qualtrics.

Medallia's current Secretary, Karl Knoll, previously served as General Counsel of Clarabridge and was a legal consultant to Qualtrics after its acquisition of Clarabridge in 2021.

F.6. Medallia takes compliance with our contractual commitments very seriously. While we don't have specific data on the types of notices we may have received from public agencies over the last 5 years, we can assure you that whenever there are potential concerns from a customer we strive to address and resolve them quickly.

F.7. Medallia is the pioneer and market leader in Experience Management. Medallia's award-winning SaaS platform, the Medallia Experience Cloud, leads the market in the understanding and management of experience for customers, employees and citizens. Medallia captures experience signals created on daily journeys in person, digital and IoT interactions and applies proprietary AI technology to reveal personalized and predictive insights that can drive action with tremendous business results. Using Medallia Experience Cloud, customers can reduce churn, turn detractors into promoters and buyers, and create in-the-moment cross-sell and up-sell opportunities, providing clear and potent returns on investment. Over 1000+ of the the world's best-loved brands trust Medallia to help them become truly customer-obsessed.

We are excited to have you speak with our customers, and below are a list of a few clients that can speak to the kind of program you are envisioning. To respect their privacy and ensure that both you and our clients have great reference experiences, we will facilitate introductions when you are ready to set up a call.

United States Postal Service
Federal Student Aid
Department of Veterans Affairs | Veterans Experience Office

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.

Bas Brukx, CFO

Print Name, Title



Signature

7/8/2025

Date

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

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: Medallia Inc.

ADA/DBA:

Address (Corporate Headquarters, where applicable): 6220 Stoneridge Mall Road, Floor 2

City: Pleasanton County: Alameda State: CA Zip: 94588

Telephone Number: 877-392-2794 Fax Number: n/a

Name of Company CEO: Mark Bishop

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

Address: n/a

City: County: State: Zip:

Telephone Number: Fax Number: Email:

Type of Business: Software Publisher

Type of License:

The Company has appointed: Kathleen Beckman, Director, Employee Relations and HR Policy

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: 508 Ferncastle Drive, Downingtown, PA 19335

Telephone Number: 484-678-4272 Fax Number: n/a Email: kbeckman@medallia.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

Alameda

CA

(Firm Name)

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 19th

day of August, 2015

Kathleen Beckman

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Medallia IncDATE: August 19, 2025OFFICE(S) or BRANCH(ES): PleasantonCOUNTY: Alameda

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	2		1		5	3					5	1	0	0
Professional														
A&E, Science, Computer			1	1	1	3					2		1	
Technical														
Sales					1	1					1	2		
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2		2	1	7	7					8	3	1	
--------------------	---	--	---	---	---	---	--	--	--	--	---	---	---	--

Grand Total All Employees

31

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (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