

August 11, 2025

VIA EMAIL TO: [Josh.Clegg@pantheon.io](mailto:Josh.Clegg@pantheon.io)

Mr. Joshua Clegg, Manager  
Pantheon Systems, Inc.  
717 California St., Floor 2  
San Francisco, CA 94108

Reference: Request for Proposal (RFP) No. 10090261-25-S, City Website Hosting & Support Services

Dear Mr. Clegg,

Subject: Exceptions Letter

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

This letter (“Clarifications and Exceptions Letter”) confirms our agreement to modify the terms of the Contract relating to the above referenced solicitation. The Parties agree as follows:

**1. Contract, Article I, Contractor Services, is modified to add Section 1.4 as follows:**

“**1.4 Contractor’s Terms and Provisions.** This Contract incorporates by reference Contractor’s WebOps Services Agreement, attached hereto as Exhibit I, and Contractor’s Elite Plans Service Level Agreement, attached hereto as Exhibit J”.

**2. Contract, Article V, Section 5.3, Precedence, is modified to read as follows:**

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

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

3<sup>rd</sup> The RFP and the City’s written acceptance of any exceptions or clarifications to the RFP, if any

4<sup>th</sup> Contractor's WebOps Services Agreement and Elite Plans Service Level Agreement (Exhibits I and J, respectively)

5<sup>th</sup> Contractor's Response to the RFP and Pricing

3. RFP Exhibit C, Section 4.2 City's Right to Terminate for Convenience is deleted in its entirety and replaced with the following:

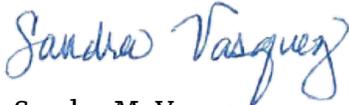
"4.2 City's Right to Terminate for Convenience. Reserved".

4. RFP Exhibit C, Section 4.5 Contractor's Right to Payment Following Contract Termination is deleted in its entirety and replaced with the following:

"4.5 Contractor's Right to Payment Following Contract Termination. Reserved".

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

Sincerely,



Sandra M. Vasquez  
Supervising Procurement Contracting Officer  
Purchasing & Contracting

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

PANTHEON SYSTEMS, INC.

By: Michelle Curless  
Michelle Curless (Aug 13, 2025 11:20:14 EDT)

Name: Michelle Curless

Title: Chief Customer Officer

Date: \_\_\_\_\_

THE CITY OF SAN DIEGO

By: C. Abarca

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: 08/13/2025

Attachments: Exhibit I (WebOps Services Agreement)  
Exhibit J (Elite Plans Service Level Agreement)

## EXHIBIT I

# WebOps Services Agreement

*Last updated on June 3, 2020*

This WebOps Services Agreement ("Agreement") governs any access to or use of the Services between Pantheon Systems, Inc. ("Pantheon," "we," "us," or "our") and you the individual or entity ("Subscriber" or "you"), each a "Party" and together the "Parties." This Agreement takes effect on the earlier of: the last date a party signs this Agreement, when you click an "Accept" button or by your use of any of the Services (the "Effective Date"). When used in this Agreement, the terms defined in Section 14 below and throughout the Agreement when initially capitalized shall have the meanings ascribed to them.

Subscriber hereby represents that it has read, understood, and agrees to be bound to this Agreement, that you are lawfully able to enter into contracts (e.g., you have adequate legal capacity and authorization), and agree to conduct electronic business transactions with digital acceptance processes and electronic signatures.

Pantheon may modify this Agreement with written notice to Subscriber at the e-mail address Subscriber maintains with Pantheon. Changes to this Agreement shall be effective immediately and any material changes shall be effective the earlier of thirty (30) days after such notice or the minimum notice period required under applicable law with respect to those material changes requiring additional notice. If you do not agree to any change(s) to this Agreement, you may not access or use the Services and must contact Pantheon directly at [legal@pantheon.io](mailto:legal@pantheon.io).

### 1. USE OF THE SERVICES

1.1 Services. Pantheon provides a centralized website operations platform designed to increase productivity across collaborative teams building and supporting a website or a portfolio of websites ("WebOps"). Any Services Pantheon performs for Subscriber are subject to the terms and conditions of this Agreement. Pantheon shall provide the Services that you select in the Order Form, solely for your own use, and not for the use or benefit of any third party except under Supplemental Terms (defined below) to this Agreement. Any authorized resale of the Services are subject to the Reseller Terms of Service set out at <https://legal.pantheon.io>.

1.2 Access to Services. Subject to this Agreement, Pantheon shall make the Software Tools available twenty-four hours a day, seven days a week, provided that Pantheon shall not be responsible for any failure in the Software Tools caused by (a) your systems, configuration, third party products or services procured by you and any unauthorized access thereof (b) network, telecommunications or other service or equipment, (c) your gross negligence or willful misconduct or the gross negligence or willful misconduct of third parties engaged by you, (d) any Force Majeure Event, and (e) measures necessary to provide Subscriber with a high performing WebOps platform, meet our obligations under this agreement and provide upgrades to our subscribers for the Software Tools and Services. Pantheon shall minimize such disruption where it is within Pantheon's reasonable control but may otherwise modify or suspend the

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Services at any time. Updates to the Services shall be as set out in the Documentation and corresponding release notes. Certain Pantheon features or Services may be deprecated or limited for access or use in subsequent releases. Pantheon retains the right to limit use and storage in its sole discretion at any time with or without notice. Subscriber shall develop, operate, configure and maintain their Subscriber Content and shall ensure that any service calls are compatible with the then-current APIs for the applicable Services.

1.3 **Subscribers Registration.** Subscriber shall maintain accurate, complete, and updated registration information with Pantheon, including Subscriber's email address as a material condition of this Agreement. Subscriber may not use the Services with a URL name that is subject to any Pantheon or third-party right without appropriate authorization. Pantheon reserves the right to refuse registration of, or cancel, a Pantheon URL in its discretion. Subscriber shall maintain adequate controls to secure access credentials to the Services and shall notify Pantheon immediately of any actual or suspected loss, theft, or unauthorized use of Subscriber's account or password.

1.4 **Restrictions.** Except as expressly authorized under this Agreement, neither you or any End User may, or permit any other to: (a) sell, rent, lease, license, sublicense, or assign the Services, or any part thereof to others without express permission under a separate signed written agreement; (b) access or use the Services in a manner intended to avoid incurring fees or exceeding usage limits or quotas; (c) transfer the Services or Documentation, in whole or in part, or any copy thereof to any third party; (d) reverse engineer, modify, decompile, disassemble, or otherwise access source code from the Software Tools or Services, or any part thereof; (e) copy, modify or prepare derivative works of the Services, or any part thereof; (f) violate any aspect of Pantheon's AUP; or (g) use the Services to process or store any Restricted Data.

1.5 **Subscriber's Content.** Subscriber shall be responsible for the accuracy, integrity, content and compliance, including appropriate legal rights to use all Subscriber Content. Subscriber shall configure the Services to meet Subscriber's requirements for archiving, storage, backup, and other configuration of such Subscriber Content used with the Services (including the UI). Pantheon shall provide Subscriber any configuration options for scheduling server backups, restoring data, access to log files or other application and server options available to Pantheon related to Subscriber's use of Services. Pantheon shall not retain any Subscriber Confidential Information following termination of Services except as may be required under applicable law.

## 2. SUPPORT AND SERVICES

2.1 **Support Services.** Pantheon may provide certain support services to you as described in the Documentation and the Order Form ("Support"). Pantheon may change the description and features of such Support programs at any time with notice to you as set out above. Support shall be delivered by Pantheon in accordance with the target response times in the Documentation, which are not binding on Pantheon.

2.2 **Professional Services.** Pantheon shall provide professional services as specified in the

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Order Form and in accordance with the timeline, requirements and inclusive of any deliverables ("Professional Services"). The Parties may change items set out in the Order Form only as agreed upon in writing under a subsequent Order Form entered between the Parties. Subscriber shall provide reasonable and timely assistance to Pantheon for Professional Services.

## 3. CONFIDENTIALITY

3.1 Obligations of the Parties. For purposes of any Confidential Information shared by Disclosing Party, Receiving Party shall not disclose Confidential Information to any third party; provided that it may, however, disclose Confidential Information to its employees, contractors, advisors and agents solely for purposes of meeting Receiving Party's obligations under this Agreement under similarly restrictive terms as set forth herein. If the Receiving Party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, Receiving Party shall reasonably notify Disclosing Party. Each Party shall maintain physical, technical and organizational safeguards designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of, Confidential Information provided by the other Party.

3.2 Exclusions to Confidentiality. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been lawfully known to the Receiving Party when provided by Disclosing Party; (iii) is lawfully received from a third party; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to the Confidential Information. Confidential Information excludes PI, which requires unique protection and is more specifically addressed in Section 4 below.

## 4. DATA PROCESSING STANDARDS OF ANY PI

4.1 Nature of Data Processing Activity. Pantheon hosts Subscriber Content as part of the Services. If Subscriber Content includes any PI shared with Pantheon, the Parties each agree to comply with all applicable federal, state and international laws, rules, regulations, and directives regarding the collection, use, disclosure, and/or processing of personal information pursuant to the Agreement, including but not limited to Regulation EU 2016/679 or "GDPR" and the California Consumer Privacy Act (CCPA) (collectively, "Data Protection Laws"). To the extent applicable, each Party understands and shall comply with their respective obligations thereunder to protect any PI in accordance with such Data Protection Laws in accordance with this Section 4. Pantheon shall not retain, use or disclose any PI for purposes other than the Services and under no circumstance shall sell such information to a third party within the meaning of CCPA.

4.2 Obligations of the Parties. Both Parties, where Subscriber shall be the data controller and where Pantheon shall be data processor (GDPR) or service provider (CCPA), as those terms are defined under Data Protection Laws, shall ensure they each have in place appropriate technical and organizational security measures to protect any PI disclosed under this Agreement. Pantheon shall maintain data processing standards in accordance with Pantheon's privacy policy accessible at <https://www.pantheon.io/privacy> and as maintained and updated by

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Pantheon periodically in accordance with Pantheon's compliance program and all applicable data protection laws ("Privacy Policy"). Pantheon shall adhere to such Privacy Policy and process any PI received hereunder solely to perform the Services and for no other purpose.

4.3. Consents and End User Requests. Subscriber shall maintain adequate legal consent(s) for any PI used by Subscriber with the Services under this Agreement. Subscriber shall promptly notify Pantheon, and Pantheon shall promptly respond to Subscriber regarding, any data access, transfer, deletion or other similar requests under Data Protection Laws.

4.4 International Transfers. Pantheon participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework ("Privacy Shield Framework") for the transfer of Personal Data from the EEA and Switzerland to the U.S. In the event of any onward transfers and solely for purposes of the Services, the applicable standard contractual clauses for the Transfers of Personal Data to Processors Established in Third Countries, dated 5 February 2010 (2010/87/EU), as amended or replaced from time to time (the "Standard Clauses"), shall apply and are hereby incorporated by reference into this Agreement. For purposes of the Standard Clauses, (a) Subscriber shall act as the data exporter and Pantheon shall act as the data importer and service provider; (b) any subprocessors (as defined under GDPR) shall be subject to Clause 11 (Sub-processing) of the Standard Clauses; (c) Appendices 1 and 2 of the Standard Clauses shall be promptly completed by the Parties and incorporated by reference to this Agreement. If the Standard Clauses are amended or replaced from time to time, then the foregoing Standard Clauses and Appendix references shall be deemed updated as appropriate. To the extent that there is a conflict between this Agreement and the Standard Clauses, the Standard Clauses shall prevail. If the Standard Clauses or other applicable transfer mechanisms become invalid, they shall be replaced with other valid instruments prescribed by applicable Data Protection Laws.

4.5 Subcontracting. Pantheon maintains a current list of subprocessors for purposes of Data Protection Laws under its Privacy Policy as set out above. Pantheon shall maintain as current and Subscriber consents to Pantheon's use of such subprocessors solely for purposes of the Services. Pantheon shall maintain adequate data protection agreements with such subprocessors and remain liable for any breach of this Section 4 caused by a Pantheon subprocessor.

### 5. INTELLECTUAL PROPRIETARY RIGHTS.

5.1 Intellectual Property Rights Ownership. As between the Parties, Pantheon retains ownership in and reserves all right, title, and interest in and to any and all Proprietary Rights in and to the Documentation, Subscription Plans, the Support and Professional Services excluding Subscriber Confidential Information, the UI, and Software Tools, in whole and in part, and all derivative works thereof ("Pantheon IP"). Except for Pantheon IP, as between the Parties, Subscriber retains ownership in and reserves all right, title, and interest in and to any and all Proprietary Rights in and to Subscriber Content and any works created by Subscriber or End User that do not include any Pantheon IP. Except as expressly set forth in Section 5.2 below, no express or implied license or right of any kind is granted to Subscriber regarding any Pantheon

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IP, the Services, or any part thereof, including without limitation any right to obtain possession of any source code, data or other technical material relating to the Services. All rights not expressly granted to Subscriber are hereby reserved by Pantheon.

5.2 License. Subject to this Agreement, Pantheon grants to Subscriber during the Term a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, in object code form only, as applicable, to: (i) access and use the Documentation, Subscription Plans, and Software Tools and (ii) use the UI solely in connection with the Services. Further, Pantheon grants Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, to copy, modify, distribute, and create derivative works of any Professional Services exclusive of Pantheon IP. The Services may contain open source software components which are licensed under the terms of the applicable open source software licenses and not this Agreement. All licenses and other rights, if any, granted to you in this Agreement are conditional on your continued compliance with this Agreement, and shall immediately and automatically terminate if you do not comply with any term or condition of this Agreement.

5.3 Cooperation. During and after the term, you shall not assert, nor shall you authorize, assist, or encourage any third party to assert, against Pantheon any intellectual property infringement claim regarding any Services you or any other authorized users have used on your behalf under this Agreement. Subscriber shall abide by all copyright notices, information, and restrictions contained in any UI accessed through the Services.

5.4 Retention of Rights in Downloaded Materials. Subject to this Agreement and any license restrictions included in such download, Subscriber may download or copy the UI, and other items designated for download, on the UI in connection with the Services and provided that Subscriber maintains all copyright and other notices contained in such UI. Such downloads and use thereof are provided solely in conjunction with your use of the Services, and any intellectual property therein is licensed to you by Pantheon or third-party licensors solely for your noncommercial use, and no title to the Software Tools or the UI shall be transferred to you.

5.5 Proprietary Rights of Subscriber Content. Subscriber shall own all Subscriber Content that Subscriber contributes to the UI. For purposes of Pantheon providing its Services, Subscriber hereby grants Pantheon during the Term a non-exclusive, worldwide, fully paid, royalty-free, non-transferable right and license to use, copy, cache, publish, display, distribute, modify, create derivative works and store such Subscriber Content solely to the extent necessary to provide the Services.

5.6 Feedback. If Subscriber identifies problems or changes or provides ideas, suggestions, or tangible materials to Pantheon about the Services ("Feedback") Pantheon may use that information without obligation to Subscriber (including without limitation obligations of confidentiality), and Subscriber hereby irrevocably grants to Pantheon a fully paid, royalty-free, perpetual, worldwide, non-exclusive and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to

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sublicense the foregoing rights.

## 6. WARRANTY AND DISCLAIMER

6.1 Mutual Warranties. Each party represents and warrants to the other party that it: (a) has the legal power to enter into and perform under this Agreement (b) applies targeted measures to protect against the Services and UI containing any disabling devices, viruses, trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information and (c) its performance under this Agreement shall not violate any law applicable to its respective performance hereunder.

6.2 Pantheon Warranties. Pantheon warrants any professional services or Support by Pantheon shall be provided in a professional and timely manner. Pantheon further warrants the Services shall operate in accordance with the Documentation and any defective Services, as Subscriber specifies in writing to Pantheon within thirty (30) days of the Effective Date, shall be corrected by Pantheon at no cost to Subscriber to operate in accordance with the Documentation as Subscriber's sole and exclusive remedy for such defect in warranty.

6.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, THE SERVICES, AND ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES ARE PROVIDED "AS IS." PANTHEON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PANTHEON MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND THAT THE SERVICES, SHALL MEET SUBSCRIBER'S, END USERS' OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, DATA OR OTHER SERVICES, OR BE COMPLETE, FREE OF HARMFUL CODE, TIMELY, UNINTERRUPTED OR ERROR-FREE. ANY THIRD PARTY CONTENT, DATA, PRODUCTS OR SERVICES OR ANY OPEN SOURCE SOFTWARE OR CODE THAT MAY BE ACCESSED BY SUBSCRIBER AVAILABLE THROUGH THE SERVICES ARE MADE AVAILABLE "AS IS" AND SHALL BE SUBJECT TO THE APPLICABLE LICENSE AGREEMENTS BETWEEN SUBSCRIBER AND SUCH THIRD PARTY AND ARE NOT SUBJECT TO THIS AGREEMENT. PANTHEON DOES NOT ENDORSE OR MAKE ANY OTHER REPRESENTATIONS OR PROMISES REGARDING SUCH THIRD PARTY MATERIALS.

## 7. INDEMNIFICATION

7.1 Pantheon shall defend, indemnify, and hold you harmless, including your employees, officers, directors, representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning infringement of third party US or European registered intellectual property rights by Pantheon. Subscriber shall defend, indemnify, and hold Pantheon harmless, including our employees, officers, directors, representatives, our licensors and service

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providers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Subscriber or any End Users' use of the Services (including any activities under your account and use by your employees, agents, subcontractors, or customers); (b) violation of Pantheon's AUP; (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content; or (d) a dispute between Subscriber and any End User, employee, agent, contractor, or other third party.

7.2 Process. Each party shall promptly notify the indemnifying party of any claim under this Section 7 (a "Claim"), but a failure to do so shall not prejudice indemnified party's rights hereunder. Indemnifying party shall choose legal counsel to defend the Claim, provided that these decisions are reasonable and promptly communicated to indemnified party. Indemnified party must comply with reasonable requests for assistance and cooperation in the defense of any Claim. Indemnifying party shall not settle a Claim without indemnified party's consent, although such consent may not be unreasonably withheld or delayed. Indemnifying party must promptly pay defense expenses incurred hereunder.

### 8. LIMITATIONS OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES OR ITS AFFILIATES (FOR PURPOSES OF THIS SECTION ONLY "PANTHEON"), BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS. THIS LIMITATION APPLIES EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND THE MAXIMUM AGGREGATE AMOUNT WHICH MAY BE AWARDED TO AND COLLECTED BY THE OTHER PARTY IS THE AMOUNT ACTUALLY PAID BY SUBSCRIBER TO PANTHEON UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE DATE FROM WHICH THE FIRST CLAIM AROSE.

### 9. FEES AND PAYMENTS.

9.1 Fees. Any applicable fees for use of the Services shall be in U.S. dollars before applicable taxes or statutory withholdings required by law. All fees are non-refundable unless expressly stated in the Order Form or this Agreement. Subscriber represents that it is a lawful account holder authorized to make any payments hereunder to Pantheon. All payments are made without the right of setoff or chargeback. The Parties agree that, at the time this Agreement is entered, it would be extremely difficult or impracticable to ascertain Pantheon's damages resulting from lost business opportunities or otherwise should any monetary amount not be paid

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in full when due. The Parties reasonably estimate that, in addition to all other remedies available to Pantheon, fair compensation for any amount past due shall bear interest at the rate of 1.5% per month, unless such amount exceeds the interest rate permitted under applicable law, in which case the interest rate shall be the highest rate permitted under such law. Such interest shall accrue from its due date until paid. Subscriber shall pay any taxes arising out of this Agreement expressly excluding taxes on Pantheon's net income and all employer reporting and payment obligations with respect to Pantheon's personnel. Subscriber shall promptly provide any documentation for withholdings under law affecting any amounts payable to Pantheon hereunder. Pantheon reserves the right to contract with a third party for the purpose of processing payments. Such third party may impose additional terms and conditions governing payment processing.

9.2 Failure to Pay. If Subscriber fails to pay amounts owed to Pantheon in accordance with this Agreement, Pantheon may suspend without notice or liability any performance under this Agreement until such payment is received by Pantheon. If Subscriber fails to pay any such amount following five (5) days' notice, Pantheon may terminate all or a portion of the Services without further notice or any liability. Pantheon may further engage the services of a collection agent to recover non-payment.

9.3 Modification of Fees. Pantheon may change its prices at any time. Any pricing set out in the Order Form shall apply for the quantities and items as specified therein for your current Subscription Plan.

### 10. TERMINATION.

10.1 Term. The term of this Agreement commences on the Effective Date and shall apply for the duration of Subscriber's use of the Services unless terminated earlier in accordance with this Agreement (the "Term"). The term of any Subscription Plan shall commence as set out in the Order Form and shall apply for the duration of Subscriber's Subscription Plan unless terminated earlier in accordance with this Agreement.

10.2 Right to Terminate. Pantheon may immediately terminate the Services at any time for any violation of Section 1.4 (Use of Services - Restrictions), Section 4 (Data Processing Standards of any PI), or Section 5 (Intellectual Property Rights). Without limiting the foregoing, if either party fails to perform any material provision of this Agreement, and Pantheon gives written notice to you that if the default is not cured within ten (10) business days (the "Cure Period"), the Agreement shall be terminated, and the default is not cured to the reasonable satisfaction of the non-breaching party during such period, then the Agreement shall automatically terminate at the end of the Cure Period.

10.3 Effects of Termination. Upon termination of any Subscription Plan or Services under this Agreement, your right to use the Services, including access to the UI, and any Subscriber Content or Third Party Content shall immediately cease. Sections 1.4 (Restrictions), 3 (Confidentiality), 5 (Intellectual Property Rights), 7 (Warranty Disclaimer), 8 (Limitation of

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Liability), 9 (Fees and Payments), 10.3 (Effects of Termination), 11 (DMCA), 12 (Miscellaneous), 13 (Terms and Definitions) shall survive termination of this Agreement. Pantheon shall not retain any Subscriber Confidential Information following termination of Services except as may be required for compliance with applicable law.

### 11. Compliance with Certain Laws

11.1 Compliance with Laws. Each Party shall comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010. Each Party shall promptly report any known or suspected conflicts of interest that may arise between the parties. Subscriber shall ensure Subscriber Content and any use thereof with the Services complies at all times with applicable laws.

11.2 DMCA. Pantheon respects intellectual property rights. We hereby expressly reserve the right, in our sole and absolute discretion, to terminate accounts or access rights if we have reason to believe that intellectual property rights have been violated under the process set out in our AUP for compliance with DMCA.

11.3 Export Controls Laws. Subscriber acknowledges that the Services are subject to export control laws and regulations of the United States ("U.S.") and shall abide by those laws and regulations. Under U.S. export control laws and regulations, unless authorized by the U.S. government, the Services may not be downloaded or otherwise exported, re-exported, or transferred to sanctioned countries, to parties listed on a U.S. government restricted party list, or for prohibited end uses. Subscriber represents, warrants and covenants that neither Subscriber nor Subscriber's personnel: (a) are located in, or a resident or a national of, a sanctioned country; (b) are on any of the U.S. government lists of restricted parties; and (c) will, unless otherwise authorized under U.S. export control regulations, use the software in any prohibited end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. Licensee understands that the requirements and restrictions of U.S. law as applicable to Licensee may change over time, and that, to determine the precise controls applicable to the software, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control sanction regulations.

### 12. MISCELLANEOUS

12.1 Complete Agreement. This Agreement, along with any Order Form(s) incorporating this Agreement by reference, any Supplemental Terms as set out herein and the AUP, constitute the entire agreement regarding the subject matter herein between Subscriber and Pantheon and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. Purchase orders shall be for the sole purpose of defining quantities, prices and describing the Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. Subscriber's access to and use of certain other products or services by Pantheon may be subject to additional terms ("Supplemental Terms"), and such Supplemental Terms shall apply as set out herein, be referenced in the Order Form or be presented for acceptance when such

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services are added by Subscriber. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such services.

12.2 No Waiver of Rights. No provision of this Agreement, unless such provision otherwise provides, shall be waived by any act, omission or knowledge of either Party or its agents or employees, except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of such Party. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

12.3 Force Majeure. Pantheon shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, mechanical, telecommunications, or other utility failures or degradation, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.4 Assignment and Transferability of Agreement. This Agreement is not assignable, transferable or sub-licensable by Subscriber, any adjudicator, or any third party, except with Pantheon's express prior written consent. Pantheon may assign this Agreement in whole or in part at any time without Subscriber's consent to a parent, affiliate, or subsidiary or to a successor provided that the terms of this Agreement shall be binding upon and inure to the benefit of such assignee party by Pantheon.

12.5 Relationship of Parties. The relationship between Pantheon and Subscriber are that of independent contractors, each as separate legal entities. Neither is an agent, representative, partner, or in a joint venture with the other Party under contract or by law. Except as set out in the Agreement, neither party may represent to any third party that it has any authority to act on behalf of the other Party.

12.6 Notice. The Parties accept e-mail notices as effective under this Agreement. Any notice shall be in writing and shall be deemed effective when sent to the last known address provided unless notice was given to the other Party otherwise. Notices to Pantheon shall be provided by email to [legal@pantheon.io](mailto:legal@pantheon.io) or by hard copy to Customer Support, Pantheon Systems, Inc., 717 California Street, 3rd Floor, San Francisco, CA 94108. Notices to you shall be sent to the email address maintained by Subscriber with Pantheon.

12.7 Injunctive Relief. You acknowledge that monetary damages would not be an adequate remedy for your breach of certain provisions of this Agreement, including, but not limited to, Section 1, Section 3, Section 5, and other provision pertaining to the protection of any intellectual property or Proprietary Rights of Pantheon. Accordingly, if you breach or threaten to breach any of your obligations relating thereto, other than payment when due, Pantheon shall be entitled, without showing or proving any actual damage sustained, to a stipulated temporary restraining order, and shall thereafter be entitled to apply for a preliminary injunction, permanent injunction, and/or order compelling specific performance, to prevent the breach of your

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obligations under this Agreement. Nothing in this Agreement shall be interpreted as prohibiting Pantheon from pursuing or obtaining any other remedies as otherwise available to it for such actual or threatened breach, including recovery of damages through litigation. If any legal action is brought to enforce this Agreement, Pantheon shall be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.8 Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.9 Publicity. The pricing and any applicable discounts made available hereunder are conditioned on Subscriber's consent to use its name and other indicia in Pantheon's customer list and promotional and marketing materials.

12.1 O Remedies. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

### 13 APPLICABLE LAWS AND DISPUTES

13.1 Applicable Law. The Parties agree the laws of the State of California, without regard to principles of conflict of laws, shall exclusively govern this Agreement except as otherwise stated. The Parties expressly agree to the jurisdiction of state and federal courts located in San Francisco, California in any legal action, suit or proceeding hereunder except as otherwise stated.

13.2 Legal Disputes. The Parties shall cooperate to settle matters amicably under this Agreement. Except for matters of injunctive relief under Section 12.7 where such requirement shall not be a prerequisite, any claim, controversy or dispute between the Parties under this Agreement including the validity, construction or enforcement, breach, tort or quasi-claim, the Parties agree the matter shall be referred to an independent mediator agreed upon by the Parties. Where the Parties cannot agree on a mediator within ten (10) business days, either Party may file a claim and both Parties submit to the jurisdiction and requirements of the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court meeting the requirements of Section 13.1 as each Party's sole and exclusive remedy hereunder. The Parties agree to participate in good faith in any mediation or arbitration begun under this section. Any mediation or arbitral award shall be binding upon the Parties, and shall be final and non-appealable except for (a) matters of Confidentiality or Intellectual Property Rights, which may be appealed in all cases following a decision from arbitration proceedings, or (b) otherwise solely on the grounds provided under the applicable Alternative Dispute Resolution and Arbitration Laws, Rules and Procedures.

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## 14. OTHER DEFINITIONS

"AUP" shall mean the Pantheon Acceptable Use Policy as set out at <https://legal.pantheon.io>.

"API" means an application program interface.

"Confidential Information" means any and all non-public information or other information, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party,") which may include without limitation: (a) patent and patent applications, (b) trade secrets and product roadmap or discussions regarding features and enhancements and (c) proprietary and confidential information, ideas, media, drawings, works of authorship, inventions, know-how, processes, algorithms, software programs and software source documents related to the current, future, and proposed products and services of Pantheon or its business partners including their technology, business plans and promotions (d) information concerning research, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans.

"Documentation" means the user guides and operations manuals provided with the Services at <https://pantheon.io/docs/>.

"End User" means any third party that directly or indirectly: (a) accesses, modifies or uses your Subscriber Content; or (b) otherwise modifies, accesses or uses the Services under your Subscription Plan.

"Order Form" is the list of products or services with any applicable pricing, quantities, and terms of your Subscription Plan provided by Pantheon to you incorporating by reference the terms of this Agreement, whether online, on paper or in digital format. For avoidance of doubt, any sandbox, beta or otherwise unpaid access to the Services shall be subject to this Agreement.

"Personal Information" (or "PI") is information, in any form, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

"Proprietary Rights" means any and all of the following: (a) all rights using all technologies, electronic or otherwise and whether now known or hereafter created, associated with works of authorship throughout the universe, including but not limited to patents, designs, copyrights, moral rights, mask works, algorithms and other industrial property rights; (b) trademark and trade name rights and similar rights and all business goodwill associated therewith; (c) trade secret rights; (d) all other intellectual and industrial property rights (of every kind and nature throughout the Universe and however designated and whether now known or hereafter created, including, but not limited to, logos, "rental" rights, rights of publicity, and rights to remuneration),

## EXHIBIT I

whether arising by operation of law, contract, license, treaty or otherwise; and (e) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including without limitation any rights in any of the foregoing).

"Restricted Data" shall mean (i) protected health information under the Health Insurance Portability and Accountability Act and medical information governed by provincial, state or other healthcare privacy laws; (ii) government-issued identification numbers, including Social Security numbers, driver's license numbers and other state-issued identification numbers; (iii) information regulated under the Gramm-Leach Bliley Act; (iv) payment card data, including credit card or debit card numbers regulated by the Payment Card Industry Data Security Standards ("PCI DSS"); (v) "sensitive personal data" or "special categories of personal data," consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation; (vi) biometric data regulated by biometric privacy laws; or (vii) other data requiring a standard of protection more stringent or specific than reasonable technical, physical, and procedural safeguards against disclosure.

"Services" means the Subscription Plan, Software Tools, Professional Services or Support offered to Subscriber (and, if Subscriber is entering this Agreement solely for the development of websites for third parties, i.e., an "Agency," Subscription Plans offered to such Agency's customers subject to certain Supplemental Terms as set out in the Order Form). Services do not include Third Party Content or Subscriber Content.

"Software Tools" means the platform that provided by Pantheon under this Agreement for the development, maintenance, and oversight of one or more websites (including, without limitation, development environment, workflow integration tools, dashboard, site access controls and search), the Documentation, the UI, and any other web product or service provided by Pantheon under this Agreement. Software Tools do not include Third Party Content or Subscriber Content.

"Subscriber Content" means content that Subscriber or any End User (a) accesses or uses on the Services, (b) causes to interface with the Services, or (c) uploads to the Services under its account or otherwise transfers, processes, uses or stores in connection with such account. For the purposes of this definition, "Subscriber Content" means, without limitation, software, object code, source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, and Subscriber added API(s), dashboard(s), administration tools, and graphical interface(s).

"Subscription Plan" means paid or unpaid access to any website hosting plan provided by Pantheon as set out in an Order Form.

"Third Party Content" means content made available to you by any third party on the UI or in conjunction with the Services. For the purposes of this definition, "Third Party Content" means, without limitation, third party software, source code, object code, audio, video, animations, text, graphics, logos, tools, photographs; images, illustrations, and API(s), dashboard(s),

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administration tools, and graphical interface(s).

"UI" or "User Interface" means all Pantheon-created content, including but not limited to software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, animations, illustrations, the Pantheon programming code and APIs, dashboard(s), administration tools, and graphical interface(s), all as created and/or used by or on behalf of Pantheon in connection with provision of the Services. UI does not include Third Party Content or Subscriber Content.

Address for notices to Company:

Pantheon Systems, Inc.

717 California Street, Third Floor

San Francisco, CA 94108

# Elite Plans Service Level Agreement

This Service Level Agreement (this "SLA") is entered by and between Pantheon Systems, Inc. ("Pantheon") and the entity ("Subscriber") that executes that certain order form ("Order Form") with Pantheon which references this SLA. This SLA applies to Pantheon Elite subscription-based website hosting plans ("Subscription Plan") under the Order Form. This SLA does not apply to Software Tools or Support or other services that may be provided by Pantheon. The term of this SLA shall commence on the effective date of the Order Form and continue until the expiration or termination of the Order Form and any renewals.

## 1. Availability

Subject to the terms of this SLA, Pantheon guarantees a 99.99% monthly average of Availability of any Elite Subscription Plan. In a given month, "Availability" is calculated as follows: a percentage calculated by dividing the total time during which any individual Elite Subscription Plan is available for Subscriber to use by the total time in a given month, less the time of the Exclusions listed in Section 2(e) below.

$$\text{Availability} = \frac{\text{Total time any individual Elite Subscription Plan is available}}{\text{Total time in a given month less the time of the Exclusions}} * 100\%$$

## 2. Penalty for Non-Compliance

**(a) Service Credit.** If Availability falls below the guaranteed level for any Elite Subscription Plan, as Subscriber's sole remedy for such failure, Pantheon will credit to Subscriber a portion of the monthly fees charged for the month (annual fees will be prorated) during which such failure occurred according to the following schedule:

Availability 99.90% - 99.95%*:	3% of monthly fee credited
Availability 99.85% - 99.89%:	6% of monthly fee credited
Availability 99.80% - 99.84%:	9% of monthly fee credited
Availability 99.75% - 99.79%:	12% of monthly fee credited
Availability 99.70% - 99.74%:	15% of monthly fee credited
Availability below 99.70%:	50% of monthly fee credited

*\* Availability is 99.99% for Elite Subscription Plans with active Multizone Failover functionality.*

**(b) Request for Credit.** To receive the credit, Subscriber must specifically request the credit within the first 15 days of the month following the month for which the credit is requested. Subscriber must provide all dates and times of Elite Subscription Plan unavailability along with Subscriber's account username. Pantheon will compare information provided by Subscriber to Pantheon's availability monitoring data. A credit will be issued if the Availability warranting the credit is confirmed. The parties agree to work together in good faith to resolve any dispute arising from this SLA.

**(c) Maximum Total Penalty.** The total credit to Subscriber for any Elite Subscription Plan shall not exceed 100% of the monthly fees charged for that Elite Subscription Plan during the month for which the credit is issued (annual fees will be prorated). These credits are Subscriber's sole remedy, are based on our monitoring, may not exceed the total amount of recurring fees Subscriber has paid us for the month in which we failed to meet the Availability indicated above, and are forfeited if not claimed following the procedure outlined in (b) above. No credits will be paid in cash.

**(d) Limitations.** Credits will not be issued if the Subscriber account is past due, suspended, or pending suspension. Credits are exclusive of any applicable taxes charged to Subscriber. False claims requests are a material violation of the Order Form and may result in termination of the Order Form.

**(e) Exclusions.** Subscriber shall not receive any credits in connection with any failure or deficiency of Elite Subscription Plan Availability to the extent caused by: (i) an event outside the reasonable control of Pantheon or a force majeure event; (ii) emergency maintenance updates, including but not limited to maintenance required to protect the integrity, availability, or security of any online systems; (iii) any causes attributable to Subscriber or its contractors or vendors, (iv) software or hardware not provided or controlled by Pantheon; (v) outages elsewhere on the internet, including but not limited to interruptions at any Subscriber or third-party data center or ISP; (vi) outages lasting less than 2 minutes, (vii) denial of service attacks, malware or similar causes, (viii) scheduled maintenance where Subscriber received a minimum of 48 hours advance notice, provided these will not exceed 4 hours in any 2 week period, or (ix) any failure or deficiency that affects less than the full Subscription Plan feature set.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090261-25-S, CITY WEBSITE HOSTING AND SUPPORT SERVICES**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090261-25-S, CITY WEBSITE HOSTING and Support services (Contractor).

**RECITALS**

On or about 2/27/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to host its public-facing websites, and maintain the core of its Drupal applications, as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

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

Ron Vazquez, Web Services Manager  
1200 Third Ave, Suite 1800 San Diego, CA 92101  
(619)236-6164, rvazquez@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of three (3) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two (2) additional one-year periods. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract as outlined in the Pricing Schedule. Total expenditures under this Contract will not exceed \$3,000,000.00 without approval by City Council via a resolution or ordinance.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1 Reserved.**

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

**CONTRACTOR**

Pantheon Systems, Inc.

Proposer

717 California St.

Street Address

San Francisco, CA 94108

City

(855) 927-9387

Telephone No.

Josh.Clegg@pantheon.io

E-Mail

**CITY OF SAN DIEGO**

A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting  
Department

08/13/2025

Date Signed

BY:

DocuSigned by:



1ECCDF350FD34CA...

Signature of  
Proposer’s Authorized  
Representative

Joshua Clegg

Print Name

Renewals Manager

Title

2025-04-04 | 13:23:04 PDT

Date

Approved as to form this 13 day of  
August

, 20 25.

HEATHER FERBERT, City Attorney

BY:



Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

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

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

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

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

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

**Tab A - Submission of Information and Forms.**

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

**2.2** Exceptions requested by proposer, if any. Proposers must list or reference each specific exception they are requesting to the Scope of Work, the Contract, or the Exhibits thereto. For each requested exception, proposers must provide specific proposed alternative or amended language in their initial proposal submittal for potential consideration. The proposer must also

present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto.

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

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

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

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

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

**2.6** Exhibit F. Interrogatories.

**2.7** Exhibit G. IT City Standards and Technical Alignment.

**2.8** Reserved.

**2.9** Any additional documents that are deemed necessary to fulfill the contract (e.g. forms, leases, license agreements, contractual terms, service level agreements, or other confirming documents) must be provided in the proposer's initial proposal submittal for consideration.

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

**2.10** A title page.

**2.11** A table of contents.

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

**2.13** Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact

identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

## **B. PRICING**

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

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

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

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

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

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

## C. EVALUATION OF PROPOSALS

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

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

### 3. Evaluation Process.

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

### 3.2 Reserved.

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to provide a demonstration and/or make an oral presentation if one or more proposals score within fourteen (14) points or less of the proposal with the highest score. Only the proposer

with the highest scoring proposal and those proposers scoring within fourteen (14) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>25</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary	
3. Acceptance of City standard documents, including Terms and Conditions, Statement of Work, and other provisions	
4. Technical Aspects	
<b>B. Proposed Solution and Transition Plan.</b>	<b>25</b>
1. Proposed technical solution and operating model	
2. Demonstrated ability to meet and fulfill City requirements	
3. Risk encumbered by transition plan	
4. Risk encumbered by proposed solution	

	MAXIMUM EVALUATION POINTS
<b>C. Firm's Capability/Qualifications, Experience and Past Performance.</b>	<b>20</b>
1. Demonstrated the Proposers and any listed subcontractor's responsibility, experience, skill, and qualifications to manage and perform the Scope of Services	
2. Capacity/Capability to meet The City of San Diego needs in a timely manner	
3. Past experience and prior performance with providing services in similar size and scope in government or commercial setting	
4. Other pertinent experience	
<b>D. Price.</b>	<b>10</b>
<b>E. Mandatory Demonstration/Presentation.</b>	<b>20</b>
1. Thoroughness and clarity of presentation	
2. Thoroughness and clarity of proposed delivery model	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

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

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions and in Exhibit B. Scope of Work, Section K. Additional Insurance Requirements.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Sensitive Information Authorization Acknowledgement Form.** Administrative Regulation 90.64. Contractor acknowledges and shall comply with the requirements in City of San Diego Administrative Regulation 90.64 PROTECTION OF SENSITIVE INFORMATION AND DATA to ensure the confidentiality and protection of sensitive information and data against unauthorized use. Contractor shall sign the City of San Diego "Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors" which includes a Policy Summary (pertinent excerpts from City Administrative Regulation 90.64). A copy of Administrative Regulation 90.64 is attached as Exhibit E to this Contract and is incorporated herein by reference.

**5. Reserved.**

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

## **EXHIBIT B SCOPE OF WORK**

### **A. INTRODUCTION**

The City of San Diego (“City”) seeks proposals from potential providers for the provision of hosting and support services for its public-facing websites (hereinafter, the “Services”).

The Services arising from this RFP will enable the City to continue to provide a best-in-class public-facing website to its constituents, offering a variety information relating to events and critical services being performed by the City.

The key components of any resulting Agreement will be as follows:

1. The provision of cloud hosting services, with an optimized Content Delivery Network (CDN); and
2. The provision of maintenance and support on the City’s core Drupal platform.

Proposers should note that the requirements set forth in this document describe the City’s intent to ensure that this critical public-facing site maintains an exceptionally high level of availability, and that no disruption to these critical services will be tolerated. (Proposers are to review Exhibit B – Statement of Work for further details).

This RFP sets forth the requirements that responsive Proposers must meet, including the format in which information and RFP responses must be submitted. Additionally, there are specific items of information that must be included in the RFP response in order for the response to be considered responsive. Proposers must carefully review the instructions provided in Exhibit A to this document to ensure they comply with the City’s requirements.

### **B. CITY BACKGROUND**

The City of San Diego is the 2nd largest incorporated City in the State of California, and the 8th largest City in the United States. The City occupies 325 miles of land and is located in the southwest corner of the United States. The City has over 1.4 million residents and is comprised of nine distinct council districts, and has a ‘Strong Mayor’ form of government.

The City has approximately 13,000 full and part-time employees in its regular workforce. At various times of the year, the regular workforce may be augmented by as many as 1,500 additional seasonal employees. These positions are disbursed across almost seventy (70) distinct business areas comprised of departments, agencies, elected official offices, boards, and commissions. Most of these positions are in business areas that are under the responsibility of the Mayor and managed by the Executive Management Team. The remainder are located in other business areas that are headed up by other elected officials or City Agencies. The City operates on a July through June fiscal year.

### **C. THE DEPARTMENT OF INFORMATION TECHNOLOGY**

Citywide IT Services are provided by the Department of Information Technology (“DoIT”). A large portion of Citywide services are outsourced and are managed by a retained organization

of DoIT staff. Additional IT Services are provided and managed by IT Staff who are located within DoIT or decentralized and located in other business areas.

The Department of Information Technology (“DoIT”) was established in 1994 and is currently comprised of 135 budgeted positions providing citywide strategic technology direction, operational support for applications, IT infrastructure, radio wireless networks, cyber security, and management of citywide Information Technology services contracts and assets.

The Department’s Director serves as the Chief Information Officer for the City. The Department’s mission is:

*“To provide high value, equitable, secure, and resilient technology solutions and public safety wireless radio services through strategic innovation and partnerships with City and regional stakeholders.”<sup>1</sup>*

The Department’s vision is:

*“To be an innovative leader and strategic business partner for technology solutions.”*

The Department of Information Technology provides strategic technology direction, develops and implements IT operational policies and standards, and represents the retained organization responsible for managing outsourced IT Provider contracts for multiple IT citywide services. DoIT further provides governance and daily operational and developmental support for citywide technologies and applications.

While much of the City of San Diego’s IT environment is outsourced to large, managed service providers, the City retains specific key services which it provides in-house, one of which is the City’s Web Team (“Web Team”), who are primarily responsible for delivering and supporting the open-source Drupal application upon which the City’s website is built.

#### **D. THE WEBSITES AND SERVICES**

This RFP covers the following websites:

<b>Site</b>	<b><a href="http://www.sandiego.gov">www.sandiego.gov</a></b>	<b><a href="http://www.insidesandiego.org">www.insidesandiego.org</a></b>	<b><a href="http://Citynet.sandiego.gov">Citynet.sandiego.gov</a> (internal site)</b>
Estimated no. of webpages	12,000	800	6000
Estimated no. of files (documents and images)	300,000	500	10,000
Estimated no. of views	81M yearly	400,000 yearly	2M yearly
Estimated no. of Drupal users	200 active	25 active	155 active

<sup>1</sup> The City’s IT Strategic Plan can be found on the City’s website at:  
<https://www.sandiego.gov/sites/default/files/2024-06/fy25-fy29-it-strategic-plan-sd.pdf>

Database size (compressed)	3.5GB	30MB	133MB
File storage size	400 GB	1GB	12GB

The subsites within the City's public website are comprised of the Mayor's Office site, City Council District sites, committee and agency sites, department and division sites, and other program sites. (The website utilizes Solr Search as its search engine.)

The City's public-facing news site is located at [www.insidesandiego.org](http://www.insidesandiego.org) ("News site") and consists of 800 HTML pages and 500 images files.

By law, the City of San Diego is required to provide prior notice of City Council meetings and other events to its constituents, for a minimum period of time. The City therefore considers the availability of the Website and News site to be absolutely critical to the ongoing delivery of its services.

While the City's Website and News site are centrally managed and maintained by the Web Team, Website content is also maintained by approximately one hundred (100) content editors from individual departments across the City via Drupal 10, the City's Content Management System ("CMS").

Drupal 10 is presently hosted on the Google Cloud Platform ("GCP") via the incumbent provider for the Services and cached by the proprietary Fastly Content Delivery Network ("CDN") product for increased security and performance. The Drupal codebase is stored in a private City of San Diego Github account, licensed by the City, where the Web Team retains root-access and administrative rights.

Drupal development and maintenance services are presently performed by the Web Team. This includes the following:

- Installation and testing of new Drupal modules;
- Patching of existing Drupal modules;
- Creation of new templates;
- Creation and maintenance of Drupal elements, including content types, taxonomies, views, and menus; and
- Configuration of the core, and expanded features.

The City's Department of Information Technology will manage the DNS for the website.

The City of San Diego invites proposals from qualified Proposers to:

1. Provide and support cloud hosting and CDN services for the Website and News site;
2. Provide and support cloud hosting and CDN services for Citynet (optional-will not be factored into the evaluation process); and
3. Support and maintain the core of the Drupal application.

Please note the following:

1. Cloud Hosting and CDN must reside within the borders of the United States; and
2. The host administration portal must integrate with Okta SSO.

## E. OVERVIEW AND SCOPE OF THE REQUIREMENT

A high-level division of responsibilities is provided as follows:

Figure 1. High-level division of responsibilities between the Parties

City	Proposer
<b>Drupal</b> <ul style="list-style-type: none"> <li>- Install, test, patch &amp; maintain Drupal <b>modules</b>;</li> <li>- Create &amp; maintain Website <b>content</b>;</li> <li>- Create &amp; maintain <b>templates &amp; elements</b>;</li> <li>- <b>Configuration</b> of core &amp; other features.</li> </ul>	<ul style="list-style-type: none"> <li>- Install, test, patch &amp; maintain Drupal <b>core</b>.</li> </ul>
<b>CDN</b> <ul style="list-style-type: none"> <li>- <i>Out of scope</i></li> </ul>	<ul style="list-style-type: none"> <li>- <b>Provide</b>, configure, optimize and maintain CDN to meet prescribed Service Levels</li> </ul>
<b>Hosting</b> <ul style="list-style-type: none"> <li>- <i>Out of scope</i></li> </ul>	<ul style="list-style-type: none"> <li>- <b>Provide</b>, configure, optimize and maintain redundant cloud hosting service;</li> <li>- Provide and support <b>dev/test/prod</b> environments;</li> </ul>

Proposers should carefully review the more detailed requirements set forth in this document, described within the Statement of Work.

## F. CRITICAL SUCCESS FACTORS

The City has identified the following items as being critical to the success of any resulting Agreement:

1. Maintain a minimum of 99.9% Website Availability at all times;
2. Ensure timely patching and updating of underlying platform and infrastructure throughout the course of the Agreement; and
3. Deliver value.

## G. STATEMENT OF WORK

The general responsibilities that each Party will adhere to are set forth herein; items identified as the Proposer's and City's responsibilities are marked with an 'X' in the following matrix:

Table 1. General Roles and Responsibilities of each Party

General Roles and Responsibilities	Proposer	City
1. Provide City Policies and requirements		X
2. Adhere to City Policies and requirements	X	

<b>General Roles and Responsibilities</b>	<b>Proposer</b>	<b>City</b>
3. Develop, document, maintain and continually improve delivery of the Services to the City	X	
4. Develop, document, maintain, continually improve and implement Procedures to support the management and tracking of Provider's delivery of the Services against prescribed Service Levels	X	
5. Ensure that all Changes to Services are conducted in accordance with City Policies	X	
6. Maintain ownership, via third-parties or in-house, the official City Change Control Board/Process		X
7. Provide Services data and information in mutually agreed formats and timing	X	
8. Conduct annual (and ad-hoc as the City may request) contract governance meetings		X
9. Participate in annual (and ad-hoc as the City may request) contract governance meetings	X	
10. Provide City billing and invoicing Policies		X
11. Provide invoices and credits according to City billing and invoicing Policies	X	
12. Provide necessary training to ensure Web Team is capable of performing the duties and responsibilities described herein	X	
13. Attend Proposer-provided training		X

The Incident Management responsibilities that each Party will adhere to are set forth herein; items identified as the Proposer's and City's responsibilities are marked with an 'X' in the following matrix:

Table 2. Incident Management Roles and Responsibilities of each Party

<b>Incident Management Roles and Responsibilities</b>	<b>Provider</b>	<b>City</b>
1. Provide Incident Management Policies to which Provider shall adhere		X
2. Manage assigned Incidents from identification to Incident Closure in accordance with the City Polices	X	

<b>Incident Management Roles and Responsibilities</b>	<b>Provider</b>	<b>City</b>
3. Ensure helpdesk hours are available for at least 8 a.m. to 5 p.m. Pacific Time, Monday to Friday.	X	

The Hosting and Infrastructure responsibilities that each Party will adhere to are set forth herein; items identified as the Proposer's and City's responsibilities are marked with an 'X' in the following matrix:

Table 3. Hosting and Infrastructure Responsibilities of each Party

<b>Hosting &amp; Infrastructure Services Roles and Responsibilities</b>	<b>Provider</b>	<b>City</b>
1. Provide a secure, resilient, and scalable web hosted environment	X	
2. Manage, administrate and optimize web hosted environment and infrastructure to meet City Website requirements	X	
3. Configure and Manage DNS		X
4. Ensure that where web hosting is sub-contracted and hosted by a third party, City-owned data must be available to the City of San Diego. System user access and authorizations must be provided as directed by the City of San Diego	X	
5. Ensure that no resources or facilities located outside of the fifty states comprising the United States of America (U.S.A.) or any other of the territories or possessions of the U.S.A. may be utilized, sub-contracted or otherwise to perform the services outlined in this Proposal	X	
6. Ensure that the name(s) and location(s) of any third party sub-contracted to host, or who may host City data under any resulting Contract the Solution are disclosed to the City	X	
7. Cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP	X	
8. Provide a secure, resilient and scalable CDN	X	
9. Manage, administrate and optimize CDN to meet City Website requirements	X	
10. Provide City Security Policies		X
11. Configure security protocols within web hosted environment, and CDN, according to City Security Policies	X	

Hosting & Infrastructure Services Roles and Responsibilities	Provider	City
12. Configure CDN and optimize other tools (e.g., load balancers etc.) to ensure that user latency remains <100ms for a packet of data to traverse from web hosted environment to users located within the City of San Diego	X	
13. Provide and configure Web Application Firewall (WAF) on CDN	X	
14. Provide and configure Image Optimization (IO) on CDN	X	
15. Ensure that the City Website remains hosted on dedicated instances (logically separated from other clients)	X	
16. Configure hosted environment to balance web traffic, and scale automatically to sufficiently meet peaks in demand	X	
17. Provide to City Web Team secure, and unlimited access to the following distinct (separate) environments <sup>2</sup> : <ul style="list-style-type: none"> <li>• Development environment;</li> <li>• Test environment;</li> <li>• Production environment; and</li> <li>• Training environment</li> </ul>	X	
18. Provide SAML (Okta) access to web environments to City Web Team	X	
19. Provide additional environments (multi-devs) that may be required by the Web Team from time-to-time (e.g., Drupal migrations, etc.)	X	
20. Ensure that web hosting is configured to guarantee a minimum uptime in Availability of Services to 99.9% per Calendar month	X	
21. Maintain and comply with a reasonable written Disaster Recovery plan (“DR Plan”), setting forth the procedures for keeping services functioning during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyber-terrorism, and other natural or man-made disaster, including without limitation force majeure; and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Proposer shall update the DR Plan as the industry standard changes, providing a copy to the City upon request	X	
22. Configure web hosting and CDN to requirements described within Disaster Recovery Policy, ensuring sufficient redundancy and failover to alternate hosted regions is accounted for	X	

<sup>2</sup> Please review the section titled ‘Definitions’ for further clarity on this requirement

Hosting & Infrastructure Services Roles and Responsibilities	Provider	City
23. Configure web hosting environment to ensure that sufficient capacity in Services is offered at all times (e.g., auto-scaled instances, disk storage, server CPU, IP endpoints etc.) These configurations should be automated wherever possible.	X	
24. Ensure that the web hosting environment has the ability to deploy codebase from multiple Git branches and tags and can refresh databases from production backups	X	
25. Ensure that the Web Team have sufficient access to manually refresh the codebase and database on non-production environments through an established interface	X	
26. Ensure that non-production environments have the ability to run Drush and PHP scripts as part of a database refresh process	X	
27. Ensure that all test and production environments have Cron enabled	X	
28. Provide Solr-based search functionality.	X	
29. Ensure that the web hosting environment is FedRAMP <sup>3</sup> authorized	X	
30. Ensure the web hosting environment supports and provides the Redis and Varnish products	X	
31. Ensure that all server, database and other third-party products licensing used to deliver the Services are maintained and updated with all security patches and bug fixes in a timely manner, and according to City Security Policies	X	
32. Seek City authorization to apply patches and updates, according to City Change Management and Security Policies	X	
33. Provide authorization to apply patches and updates		X
34. Apply patches and updates according to City patch maintenance Policies	X	
35. Manage, maintain and backup the Drupal MariaDB database	X	
36. Configure automated backup policies to the following minimum standard: <ul style="list-style-type: none"> <li>• Initially, every hour for two (2) weeks, then bi-weekly for the next three (3) months; and then</li> <li>• On-demand.</li> </ul>	X	

<sup>3</sup> See this URL for further details: <https://marketplace.fedramp.gov/#/products>

<b>Hosting &amp; Infrastructure Services Roles and Responsibilities</b>	<b>Provider</b>	<b>City</b>
37. Provide Web Team with access to backups that may be downloaded and deployed within a local environment	X	
38. Provide, upon request, web and database architectural diagrams, including hardware specifications	X	
39. Provide server logs to City, upon request	X	
40. Provide, upon City request, Website analytics, data, and other reporting, as may be necessary	X	

The Application responsibilities that each Party will adhere to are set forth herein; items identified as the Proposer's and City's responsibilities are marked with an 'X' in the following matrix:

Table 4. Application Roles and Responsibilities of each Party

<b>Application Roles and Responsibilities</b>	<b>Proposer</b>	<b>City</b>
1. Apply general and security updates to Drupal CMS core, and contributed modules according to City Security Policies, and, at a minimum, within one (1) month of release	X	
2. Ensure that all updates to Drupal CMS core are approved by City prior to deployment, according to City Policies and the City's Change Management process	X	
3. Authorize all updates and changes to Drupal CMS core		X
4. Maintain a Drupal support agreement, offering updates, patches and Tier 4 support	X	
5. Ensure that all documentation detailing updates to the CMS/Drupal core are delivered consistent with City Security Policies, and prior to deployment into a test or production environment	X	
6. Develop, test and install new Drupal modules		X
7. Patch and update existing Drupal modules		X
8. Create and maintain new Drupal templates		X
9. Create and maintain Drupal elements, including content types, taxonomies, views and menus		X
10. Configure Drupal core, and expanded features		X

<b>Application Roles and Responsibilities</b>	<b>Proposer</b>	<b>City</b>
11. Curate, edit and maintain Website content		X
12. Install and maintain SSL certificates on instances/infrastructure in a timely manner, so as not to interfere with the consistent delivery of Services	X	
13. Support SMTP, SAML, Varnish and Redis products and protocols	X	
14. Provide, configure and optimize an appropriate Website and database monitoring tool(s) that measures the performance of the Website and infrastructure, alerts the Parties to downtime or degradation in Services, and offers actionable insight that will enable to Proposer to continually improve the performance of the Website and the Services	X	

The Transition (from incumbent solution to Proposer’s solution), and Exit (eventual transition from Proposer’s solution to new solution upon the termination or expiration of any resulting Agreement) responsibilities that each Party will adhere to are set forth herein; items identified as the Proposer’s and City’s responsibilities are marked with an ‘X’ in the following matrix:

Table 5. The Transition and Exit Roles and Responsibilities of each Party

<b>Transition and Exit Roles and Responsibilities</b>	<b>Proposer</b>	<b>City</b>
1. Develop and submit to the City, no later than ten (10) Business Days after the Effective Date of the Agreement, a fixed-fee plan (“Project Plan”) for the Transition of the Services to Proposer’s selected solution, defining appropriate milestones, acceptance criteria, and payments, ensuring deliverables are clearly defined and described according to the City’s Project Management Policies	X	
2. Review and approve proposed Transition Plan		X
3. Ensure that all content is safely transitioned to new environment, tested, and deployed into production, in accordance with City Policies prior to August 6, 2025 (the “Cutover Date”)	X	
4. Ensure that Transition activities do not substantially interfere with the as-is delivery of existing City Website services	X	
5. Ensure that any travel or accommodation expenses are fully loaded within the total cost of the Proposal (invoices for additional travel and associated expenses will be rejected)	X	
6. Assist Proposer with the transition of all deliverables to new environment	X	

Transition and Exit Roles and Responsibilities	Proposer	City
7. Ensure that the integrity of all data transitioned, (databases, metadata, links etc.) is maintained through the course of the Transition, such that the solution functions and operates substantially in the same way that it did prior to Transition	X	
8. Ensure that Test and Production environments are set up and configured no later than thirty (30) Business Days prior to the Cutover Date	X	
9. Ensure that Development and Training environments are set up and configured on, or before, the Cutover Date	X	
10. Review and approve the Project Plan deliverables, as they are submitted to City		X
11. Ensure that all required licensing, and support and maintenance agreements are secured no later than ten (10) Business Days after the Effective Date of the Agreement	X	
12. Provide all tangible deliverables <sup>4</sup> described within the Project Plan (e.g., reports, draft documents, data, interim findings, drawings, schematics, training materials, meeting presentations, final drawings and reports) using standard MS Office productivity tools; identifying in writing to the City any exceptions to this requirement prior to authorization	X	
13. Assist the City, in a timely manner, with all requests for documentation, data, analytics, access keys, or other City-owned intellectual property with regards to the Exit of Services	X	
14. Provide adequate written notice to Proposer, with regards to requested documentation or data relating to the Exit of Services		X
15. Partner together in a spirit of cooperation and transparency to ensure the composed Exit and Transition of Services to newly selected vendor	X	X
16. Provide, upon request, a documented plan detailing the steps and deliverables required to Exit the Services	X	

<sup>4</sup> For the avoidance of doubt, all deliverables provided under the Project Plan shall become the intellectual property of the City. The City may request, and the Proposer will provide editable copies of these documents, from time-to-time.

## H. SERVICE LEVELS

At a minimum, the Proposer will:

1. Provide a designated support contact(s) 8am – 5pm PDT Monday to Friday;
2. Provide an adequately staffed telephone support and E-mail support offering;
3. Provide Incident Management support for all application services covered by this Agreement. City will direct issues encountered with the services provided in this Agreement to an Incident Management or Customer Support contact as identified by Proposer. Incidents will be assigned a priority level by the City based on the following criteria, and Proposer shall use all commercially reasonable efforts to meet or exceed the following Service Level standards:
  - a. Priority Level 1 (P1) – Mission Critical City business process(s) unable to function – the Services are not functioning and there is no workaround that is acceptable to the City, thereby preventing a department or workgroup from performing a mission critical business function(s). **Time to Respond: 4 hours.**
  - b. Priority Level 2 (P2) – Significant impact to Mission Critical City business process(s) – a major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary workaround that is acceptable to the City is available. **Time to Respond: 8 hours.**
  - c. Priority Level 3 (P3) – City is not able to accomplish all functions – minor function(s) not working causing non-critical work to back up. **Time to Respond 24 hours.**
  - d. Priority Level 4 (P4) – Inconvenience – the Services are causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues. **Time to Respond 72 hours.**
4. Monitor and document its performance against the agreed Service Levels, and provide to the City a quarterly report demonstrating its performance against the agreed Service Level Requirement metrics, highlighting where any targets have been missed and proactively providing to the City a Service Credit to the applicable value agreed when necessary;
5. Warrant that the Services will be available to be accessed by the City at least **99.9%** (Uptime Availability) of each calendar month during the Service Period;
6. Ensure that where Proposer fails to meet the Uptime Availability Service Level, then City is entitled to claim the following prorated Service Credits against the annual Subscription or Support Fee:
  - ≥99.7% but <99.9% = 10% of prorated monthly Fees
  - ≥99.5% but <99.7% = 15% of prorated monthly Fees
  - <99.5% = 25% of prorated monthly Fees

Uptime Availability will be calculated monthly by Proposer and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

$UA = (T - M - D) / (T - M) \times 100\%$  where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When

calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

- a. Scheduled Maintenance;
  - b. any of City's Content and Software;
  - c. any unlawful, negligent or willful act or omission by City, City's Agents, contractors or invitees or any other person; and
  - d. any Force Majeure event.
7. Provide advanced notice of any upgrades that require platform down time of over one (1) hour. Scheduled Maintenance will occur only outside of the core City hours of 8am to 5pm PDT, and according to City Policies.
  8. Assume all responsibility for the computing environment supporting the hosted applications.
  9. Provide the following recovery services:
    - a. Hosting Infrastructure and environment recovery processes;
    - b. Application recovery processes; and
    - c. Offsite data backup storage and periodic testing of data backups
  10. For the avoidance of doubt, should Proposer fails to meet its required Service Levels on three (3) consecutive monthly reporting periods, or fails to meet its Service Levels on four (4) monthly reporting periods through the course of a rolling twelve (12) month period then City will consider that Proposer is failing to satisfactorily perform its Service Levels and may exercise its rights to terminate the Agreement.

## **I. IT CITY STANDARDS AND TECHNICAL ALIGNMENT**

Proposers are required to complete Exhibit G (IT City Standards and Technical Alignment) and expected to comply with the following additional City technology standards:

1. System Administration. Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.
2. System Sharing. Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.
3. Vulnerability Assessments.
  - Vulnerability assessments must be performed on at least an annual basis.
  - Vulnerability assessments on production systems must include a communication plan with said system owners.
  - Vulnerability assessments may only be managed by the City of San Diego Cyber Security Team.
  - The City of San Diego Cyber Security Team reserves the right to perform vulnerability assessments at any time without notice.

## **J. CITY POLICIES**

The successful proposer will be required to adhere to all City Policies, including but not limited to, Security, Change Management, and Project Management.

## **K. ADDITIONAL INSURANCE REQUIREMENTS**

In addition to the insurance requirements as specified in Article VII of the General Contract Terms and Provisions, the successful proposer is required to submit the following:

**Cyber Liability** - must be for a minimum of \$1,000,000.00 Each Occurrence /\$2,000,000.00 General Aggregate:

- Acord (or equivalent) certificate required

**Professional (E&O) Liability** - must be for a minimum of \$1,000,000.00 Each Occurrence/\$2,000,000.00 General Aggregate:

- Acord (or equivalent) certificate required

## **L. DEPARTMENT REPRESENTATIVE.**

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



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

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

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

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

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

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE IV SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

**4.5 Contractor's Right to Payment Following Contract Termination.**

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

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

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

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

### **9.1.3 Non-Discrimination Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D - DEFINITIONS

- “Agreement”** means Contract for Services between City and Vendor, as amended from time to time, including the General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts, and all Exhibits, Schedules and Attachments hereto.
- “Availability”** is the percentage of time that a given Service or System is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or System is deemed to be equal to or better than a designated Service Level.
- Availability (%) = 100% - Unavailability (%)
- Where Unavailability is defined as:  
$$\Sigma \frac{\text{Unplanned Outage Duration} \times 100\%}{\text{Schedule Time}}$$
- Where Schedule Time is defined as total possible time in Measurement Interval – Maintenance Window. Availability measurement calculations shall be limited to those Service and System components that are directly under the control of Vendor, as well as Service and System components for which Vendor is responsible for subcontracting to Third Parties.
- “Business Hours”** means 8 a.m. to 5 p.m. Pacific Time, Monday to Friday.
- “City”** means City of San Diego, the municipal corporation.
- “Cloud Hosting” or “Web Hosting”** means a web hosting infrastructure provided by the Contractor or Third-Party that consists of a network of external physical servers.
- “Content Management System”** means a web application designed to make it easy for System Users to create, edit, review, and manage a website.
- “Cutover Date”** means August 6, 2025, the date upon which existing Services must be transitioned away from.
- “Development Environment” or “Dev”** means website used by the City Web Team to develop and test new features before being deployed to the Test environment.
- “Fee Reduction”** a Fee Reduction is designed to encourage the consistent and timely delivery of service and value to the City. Fee Reductions are calculated dollar amounts payable to City as a result of Vendor’s failure to meet the recurring SLRs.

<b>“Incident”</b>	means any single event which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in, the Warranty and or Utility of that Service.
<b>“Incident Management”</b>	means the activities carried out by the Contractor to respond to break/fix queries or issues raised by the City.
<b>“Level 1”</b>	means the support provided to End Users’ at first point of contact for all Incidents, also referred to as “Support Level 1” for City’s current IT Service Desk.
<b>“Level 2”</b>	means all support following Level 1 support, to assess operating environments and Software versions, perform diagnostic procedures, and resolve Incidents. Level 2 support Incidents shall be worked on continuously until resolved, except for Incidents that cannot be resolved without correction of errors, in which case the Vendor shall escalate the Incident to Level 3 support.
<b>“Level 3”</b>	means support to resolve Incidents that cannot be resolved without correction of errors.
<b>“Level 4”</b>	means support to resolve Incidents that cannot be resolved without services provided by the manufacturer in order to bring final correction to an Incident not resolved by Level 2 or Level 3 support.
<b>“Low Latency Network”</b>	means <100ms for a packet of data to get from the proposed cloud host to Website Users located in the City of San Diego.
<b>“Maintenance Window”</b>	is a City-approved period of time during which preventive maintenance that could cause disruption of service may be performed. SLR calculations exclude Maintenance Windows.
<b>“Party”</b>	means City or Vendor; <b>“Parties”</b> means both City and Vendor.
<b>“Production Environment” or “Prod”</b>	means a website where finalized versions of web pages are deployed for consumption by the general public.
<b>“Project Manager”</b>	will be identified in writing to Vendor by City prior to Effective Date. All verbal and written communication will be delivered through Project Manager or Project Manager’s assigned delegate.
<b>“Services” or “Solution”</b>	means all tasks, services, and functions described in this Exhibit, the Statement of Work and elsewhere in the Agreement or in any of the associated Exhibits, Schedules and Attachments hereto.

<b>“System Users” or “End Users”, or “Users”</b>	means an individual upon whom the City intends to confer the right to access and use the Solution, or receive the benefit of the Solution (e.g., Website users or views, constituents in the City of San Diego etc.).
<b>“Testing Environment” or “Test”</b>	means a Website used for quality assurance testing of new features before it is moved into Production. The Testing Environment will be close in design, operation, and performance to the Production Environment as possible.
<b>“Third-party”</b>	means a person or entity other than the City or Vendor.
<b>“Training Environment” or “Train”</b>	means a Website with very little data used for training new Drupal users.
<b>“Vendor”, “Provider” or “Contractor”</b>	means successful Proposer to Request for Proposal # 10090261-25-S.

# EXHIBIT E

## CITY OF SAN DIEGO ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.64	2	1 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

### 1. PURPOSE

- 1.1. To establish a policy to ensure the confidentiality and protection of *Sensitive Information* against unauthorized use; to establish procedures to control access to *Sensitive Information* so that it is only accessible by *Authorized Persons*; and to establish safeguards to ensure the appropriate use of *Sensitive Information* by *Authorized Persons*.
- 1.2. To define responsibility and procedures for granting *Authorized Persons* access to *Sensitive Information*.
- 1.3. To define processes by which access to *Sensitive Information* is administered and to develop control points in compliance with City policy.

### 2. SCOPE

- 2.1. This policy applies to all City employees in all City departments, including independent departments as authorized by the signing authorities below; and to City volunteers, contractors, vendors, and other individuals granted access to *Sensitive Information* under the City's control by the nature of their support or service functions.
- 2.2. This policy and procedures apply to all Sensitive Information created, owned, stored, managed or under the control of the City of San Diego, regardless of the media which contains the Sensitive Information, including but not limited to paper, microfilm, microfiche or any analog or digital format.
- 2.3. Nothing in this Administrative Regulation supersedes any stricter requirement(s) set by other authorities (i.e., local, state, and/or federal laws, rules or regulations), such as obtaining or retaining employment in a law enforcement agency; nor does this Administrative Regulation supersede any applicable, stricter rules, regulations or policies that affect access to or use of *Sensitive Information*. In such cases, the department head must ensure implementation or application of any such superseding rules, regulations or policies include adequately strong internal controls over *Sensitive Information*.

(Supersedes Administrative Regulation 90.64, Issue 1, effective July 1, 2009)

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Authorized

(Signature on File)

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CHIEF OPERATING OFFICER

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 2 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

3. DEFINITIONS

- 3.1. Appointing Authority - An unclassified, management-level position designated by the department head or higher who has the authority to grant permission for an employee or individual to be authorized for access to *Sensitive Information*.
- 3.2. Authorized Person - An employee or other individual who is granted permission to access or use *Sensitive Information* by an *Appointing Authority*, as approved by the *Information/Data Owner*, at the type and the *Level of Access* to the specific information required for the performance of his or her job duties.
- 3.3. Authorization Acknowledgment Form - The City's official form used to request and authorize an individual's access to or use of *Sensitive Information* (see Appendix). This form will be available on the City's Intranet site (CityNet) on the 'Forms' page.
- 3.4. Information/Data Owner - The department head or designee who is the primary recipient or manager of particular *Sensitive Information* or who has the responsibility to oversee the collection, maintenance or management of such information or data. There will only be one defined *Information/Data Owner* for any particular source of data; although other departments may collect and/or access the data. An *Information/Data Owner* may also be an *Appointing Authority*, as defined in Section 3.1 above.
- 3.5. Level of Access - The amount of *Sensitive Information* for which access is granted for any specific category or type of *Sensitive Information*, such as full access to all information related to a particular category or document, or limited access to only specific pieces of information (i.e., certain fields in a database) required for the performance of valid job duties.
- 3.6. Personal Identifying Information - Shall include information listed in California Penal Code Section 530.55(b), as amended (Sept. 2006), which reads, in pertinent part:
  - 3.6.1. Person - A natural *Person*, living or deceased, firm, association, organization, partnership, business trust, company, corporation, limited liability company, or public entity, or any other legal entity.
  - 3.6.2. Personal Identifying Information - Any name, address, telephone number, health insurance number, taxpayer identification number, school identification number, state or federal driver's license or identification number, social security number, professional or occupational number, mother's maiden name, demand deposit account number, savings account number, checking account number, PIN (personal identification number) or password, alien registration number, government passport number, date of birth, unique biometric data including fingerprint, facial scan identifiers, voiceprint, retina or iris image, or other unique physical representation, unique electronic data including information identification number assigned to the *Person*, address or routing code, telecommunication identifying

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

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information or access device, information contained in a birth or death certificate, credit card number of an individual *Person*, or an equivalent form of identification.

3.7. For the purpose of this policy, *Sensitive Information* shall mean:

3.7.1. *Personal Identifying Information* (as defined above), also including debit card number of an individual *Person*, and where home/personal address and telephone number are included and work/office address and telephone number are excluded (i.e., the City Directory is not considered *Sensitive Information*); and

3.7.2. Any information that is possessed by the City of San Diego which is not subject to the California Public Records Act (refer to Administrative Regulation 95.20), and which may be used for other than the intended purpose of such information, to cause harm to or otherwise jeopardize the City of San Diego or any individual, or used in violation of any local, state or federal law (for example the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

3.8. *Sensitive Information Custodian* - The *Person* who manages the physical or computer-based access to *Sensitive Information*; for example an office manager or records manager who controls access to locked file rooms/cabinets, or a computer systems administrator who manages the creation of user accounts and passwords to provide specific access to particular data. A *Sensitive Information Custodian* may also be an *Information/Data Owner*, as defined in Section 3.4. above.

3.9. *Type of Access* - Refers to Read Only, Write/Create, Edit/Modify, and Delete.

4. POLICY

4.1. *Sensitive Information* shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her *Appointing Authority* and approved by the *Information/Data Owner*, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.2. Contractors and vendors or other non-City employees who are authorized to access or use *Sensitive Information*, shall be required to enter into agreements stating that the individuals specified for this access and their employing Contractor/Vendor agree to be contractually bound by the terms and conditions of this policy, including personal liability, as part of their contract or agreement prior to being granted access to *Sensitive Information*.

4.3. Authorization to access or use *Sensitive Information* shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an *Authorized Person's* job duties no longer require access to or use of *Sensitive Information*, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to *Sensitive Information* extend beyond the termination of the authorizing

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contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.

- 4.4. The *Information/Data Owner* shall specify the type and the *Level of Access* that should be assigned to various functional roles that require access to the *Sensitive Information* based on an employee's or individual's job requirements.
- 4.5. *Authorized Persons* shall access or use *Sensitive Information* only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use *Sensitive Information* shall sign an *Authorization Acknowledgement Form* stating he or she has read, understands, and agrees to abide by this policy.
- 4.6. As a standard IT security measure, *Authorized Persons* shall not share their User ID and/or password with anyone else, and shall not have their User ID and/or password written down in any unsecured location (e.g., anywhere around their work location). "Generic" User IDs shall not be used for system access to *Sensitive Information*; each *Authorized Person* must use an assigned, unique User ID that is directly linked with the user's name. As a standard physical security measure, *Authorized Persons* shall not share their building or facility access key card or key(s) with anyone else, nor shall they allow access into secured areas by unauthorized *Persons*.
- 4.7. Violation of this policy, either by unauthorized *Persons* accessing or attempting to access *Sensitive Information*, or by *Authorized Persons* accessing or using *Sensitive Information* for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.
- 4.8. Appointing Authorities shall review the list of their employees, contractors or other individuals who they have designated as *Authorized Persons* with access to *Sensitive Information*, at least semi-annually, to ensure continued authorization is warranted and to update (add, delete or modify) the authorization list appropriately.
- 4.9. *Information/Data Owners* shall verify and document semi-annually that the Appointing Authorities performed a thorough review of authorized users in compliance with this policy (Section 4.8.), by comparing the *Appointing Authority's* report with a list of individuals currently authorized to access the *Sensitive Information* over which the Information/Data Owner has control and authority. For internal control purposes, to maintain segregation of duties, this verification must be performed by someone other than the *Appointing Authority* who submitted the semi-annual review of *Authorized Persons*. All discrepancies shall be reported back to the impacted *Appointing Authority* for

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appropriate corrective action. *Information/Data Owners* shall retain records of such reviews and actions for the period of time set within the citywide or departmental Records Retention Schedule as approved by the City Clerk.

- 4.10. *Sensitive Information* stored in City computer systems shall be secured and maintained in accordance with applicable provisions of the Information Security Guidelines and Standards, as amended.
- 4.11. *Sensitive Information* stored in paper or other non-digital formats shall have appropriate physical security, and access to such information shall also comply with Administrative Regulation 95.10 for validating the identity of the individual requesting authorized access.
- 4.12. Upon the discovery of any breach of the protection of *Sensitive Information* through the accidental, inadvertent or purposeful release of such information to any unauthorized *Persons*, the *Person* discovering such breach should immediately notify the *Information/Data Owner* or their *Appointing Authority*, and, if the information was stored on City computer systems, also notify the Chief Information Security Officer in the Department of Information Technology.
  - 4.12.1. Depending on the nature and scope of such breach and release of information, additional notifications must comply with applicable state and federal regulations.
  - 4.12.2. The Information/Data Owner, in coordination with the Chief Information Security Officer from the Department of Information Technology (if applicable), should immediately take whatever steps are deemed necessary to stop any further breach of the protected information and to minimize any potential or actual losses or damages to the City of San Diego.

5. RESPONSIBILITY

5.1. Supervisor

- 5.1.1. When an employee's, volunteer's or contractor's job duties require access to or use of *Sensitive Information*, the immediate supervisor will complete an Authorization Acknowledgment Form. In addition, the supervisor must ensure that the proper system access/account request form and process is followed for the specific computer system where the *Authorized Person* needs access, specifying the nature of the job duties and the level and *Type of Access* or use requested. The supervisor will ensure the accuracy and completeness of information on the forms. After obtaining the employee's signature, the acknowledgement and request forms will be routed to the *Appointing Authority* for approval. Likewise, when an employee's, volunteer's or contractor's job duties change such that access to or use of *Sensitive Information* is no longer needed, the immediate supervisor will notify both the

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Appointing Authority and the *Information/Data Owner*, as soon as possible (no more than five (5) business days).

- 5.2. *Authorized Person* (employee, volunteer, contractor, vendor or other individual being authorized for access).
  - 5.2.1. Any *Person* being given access to *Sensitive Information* must sign the *Authorization Acknowledgement Form* stating he or she has read, understands, and agrees to comply with this policy for access or use and protection of such information. A copy of the final, approved form shall be kept in the employee's departmental personnel file, as the *Appointing Authority's* record; or for volunteers, on file with the department where assigned; or for a contractor, on file with the contract manager.
- 5.3. Department *Appointing Authority*
  - 5.3.1. The Department *Appointing Authority* having management control over the employee, volunteer, contractor Vendor or other individual seeking authorization to access *Sensitive Information*, shall review the *Authorization Acknowledgement* and system access/account request forms for appropriateness of the job functions for the type and *Level of Access* requested while considering appropriate segregation of duties, and ensure the forms are signed by both the individual and supervisor.
  - 5.3.2. The Department *Appointing Authority* will sign either approval or denial of the request, providing the reasons for any denial, and route the approved request form to the appropriate *Information/Data Owner(s)*, or route a denied form back to the supervisor. *Appointing Authorities* shall maintain a copy of all authorization forms they approve, including those for non-City employees (i.e., volunteers and contractors). Any changes reported in the job duties of *Authorized Persons* which require a change in the access to or use of *Sensitive Information* must be immediately communicated to the *Information/Data Owner* to initiate the appropriate change in access. The semi-annual reviews should take place in May and November each year. The *Appointing Authority* will submit documentation of each review to the *Information/Data Owner* and these records will be retained by the department for the period of time set by the citywide or departmental Records Retention Schedule as approved by the City Clerk.
- 5.4. *Information/Data Owner* (owner of the information, regardless of its format or mechanism of access, [i.e., computerized system, hard copy file, etc.])
  - 5.4.1. The *Information/Data Owner* for each different source of *Sensitive Information* covered by an approved access request form will review each request to ensure the type and *Level of Access* requested is appropriate for the job functions of the individual seeking access. Upon confirmation of the business need to have access

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to *Sensitive Information*, the Information/Data Owner will sign approval to grant access, and may modify the type or *Level of Access* granted, as he or she deems necessary and appropriate, in consultation with the requesting *Appointing Authority*. The Information/Data Owner will initiate any further actions necessary to grant access to the *Authorized Person* (such as any computer system access processes). *Information/Data Owners* will maintain a list of individuals currently authorized access to their *Sensitive Information* and provide such list to the appropriate *Appointing Authority* for semi-annual review at the end of April and October each year

5.5. *Sensitive Information Custodian* (Administrator of the format and/or mechanism of access [i.e., computerized system or hard copy file] for the given information)

5.5.1. The *Authorized Person's* access to the identified *Sensitive Information* will be set up following the established procedures either in the IT Security Guidelines and Standards for access to electronic or digital data or following departmental internal controls for paper or physical records, based on the nature (media/format) of the *Sensitive Information*.

5.6. Department of Information Technology

5.6.1. Annually review this policy for any necessary updates or revisions, taking into account changes in City organization and IT systems. Maintain the list of *Information/Data Owners* and update it annually. Maintain the necessary correlation between this policy and other IT security policies and/or regulations. Ensure City third-party vendors who have access to this data comply with this and other IT security policies. The Department of Information Technology is also responsible for ensuring that the requirements of this policy are communicated to all employees at least annually, using citywide and/or departmental training or communication channels.

5.7. Purchasing & Contracting Department

5.7.1. Ensure that this policy is included as an Addendum to or within the Terms and Conditions of signed contracts or agreements, for all contracts and/or agreements that include a contractor's or vendor's need to access or use the City's *Sensitive Information*.

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APPENDIX

Legal References

Civil Service Rules and City Personnel Manual  
Civil Service Rules, Definitions (p.1), "Appointing Authority"  
Civil Service Rule XI, "Resignation, Removal, Suspension, Reduction in Compensation, Demotion"  
Personnel Manual, Index Code A-3, "Improper Use of City Resources"  
Personnel Manual, Index Code G-1, "Code of Ethics and Conduct"  
Administrative Regulation 45.50 - Private Use of City Labor, Materials, Equipment and Supplies Prohibited  
Administrative Regulation 90.63 - Information Security Policy  
Administrative Regulation 95.10 - Identification of City Employees and Controlled Access to City Facilities  
Administrative Regulation 95.20 - Public Records Act Requests and Civil Subpoenas;  
Procedures for Furnishing Documents and Recovering Costs  
Administrative Regulation 95.60 - Conflict of Interest and Employee Conduct  
IT Security Guidelines and Standards  
Employee Performance Plans, Ethics and Integrity Section  
Applicable California State Laws  
Applicable Federal Laws

Forms Involved

Form DoIT-010A, "*Sensitive Information* Authorization Acknowledgement-City Employees"  
Form DoIT-010B, "*Sensitive Information* Authorization Acknowledgement-City Volunteers"  
Form DoIT-010C, "*Sensitive Information* Authorization Acknowledgement-City Contractors/Vendors"

Subject Index

*Sensitive Information*  
Sensitive Data Information Security  
Protection of *Sensitive Information*

Distribution

All Departments (Mayoral and Non-Mayoral)

Administering Department

Department of Information Technology

CITY OF SAN DIEGO  
Sensitive Information Authorization Acknowledgement Form - City Employees

**Authorized Person (City Employee requesting authorized access to Sensitive Information):**

<i>Name (Printed)</i>	<i>Job Classification</i>	<i>Network (AD) Login/User ID</i>
<i>Department / Division</i>		
<i>Mail Station</i>	<i>Office Phone</i>	<i>Office FAX</i>
<i>Supervisor's Name (Printed)</i>	<i>Supervisors Phone</i>	

**Policy Summary (pertinent excerpts from Administrative Regulation 90.64):**

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. [...]
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

**Acknowledgement**

By signing below, the above employee acknowledges that he or she has been provided a full copy of A.R. 90.64 ("Protection of Sensitive Information and Data"), which has been discussed with his or her supervisor, and further acknowledges that he or she has read, understands, and agrees to comply with the provisions of the policy. Employee understands that this form will be kept as part of his or her permanent employee file, and that he or she may receive a copy, if requested. The supervisor acknowledges that he or she has discussed the policy with the above employee and understands the supervisor's obligations regarding employee's access to Sensitive Information under this policy.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date Signed

CITY OF SAN DIEGO  
Sensitive Information Authorization Acknowledgement Form-City Volunteers

**Authorized Person (City Volunteer requesting authorized access to Sensitive Information):**

<i>Name (Printed)</i>	<i>Volunteer Assignment</i>	<i>Network (AD) Login/User ID</i>
<i>City Department / Division (where assigned as volunteer)</i>		
<i>Work Location</i>		<i>Contact Phone</i>
<i>City Supervisor's Name (Printed)</i>	<i>City Supervisor's Phone</i>	<i>City Supervisor's Mail Station</i>

**Policy Summary (pertinent excerpts from Administrative Regulation 90.64):**

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (Job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

**Acknowledgement**

By signing below, the above City Volunteer acknowledges that he or she has been provided a full copy of A.R. 90.64 ("Protection of Sensitive Information and Data"), which has been discussed with the City Supervisor, and further acknowledges that he or she has read, understands, and agrees to comply with the provisions of the policy. City Volunteer understands that this form will be kept on file with the City Department, and that he or she may receive a copy, if requested. The City Supervisor acknowledges that he or she has discussed the policy with the above volunteer and understands the supervisor's obligations regarding the volunteer's access to Sensitive Information under this policy.

\_\_\_\_\_  
Volunteer's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City Supervisor's Signature

\_\_\_\_\_  
Date Signed

CITY OF SAN DIEGO

Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors

**Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):**

<i>Name (Printed)</i>	<i>eMail Address</i>	<i>Network (AD) Login/User ID</i>
<i>Company/Organization</i>		<i>Contractor/Vendor Office Phone</i>
<i>City Department (managing contract)</i>		<i>Contractor/Vendor Office FAX</i>
<i>City Contract Manager's Name (Printed)</i>	<i>City Contract Manager's Phone</i>	<i>City Contract Manager's Mail Sta.</i>

**Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):**

4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.

4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.

4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

**Acknowledgement**

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.

\_\_\_\_\_  
Contractor's/Vendor's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City Contract Manager's Signature

\_\_\_\_\_  
Date Signed

**EXHIBIT F: Interrogatories Response & References Template**  
 (for the avoidance of doubt, the terms "Solution" and "Services" are used interchangeably throughout this document)

Proposer Completes (note: Proposers should not alter the format of this response sheet)

ID	City Question	Proposer Response
1	Experience	<b>Pantheon Systems, Inc.</b>
1.01	<p>Provide an overview of your organization, and describe &amp; demonstrate your organization's capability to provide the Services requested in this RFP, inclusive of:</p> <ul style="list-style-type: none"> <li>a. Number of active paying commercial customers</li> <li>b. Description of age and maturity of the Solution</li> <li>c. Description of update cycle for Solution</li> <li>d. Any relevant future enhancements or innovations for Solution</li> <li>e. Number of successful implementations completed within the last three years (by your organization or your proposed sub-contractor).</li> <li>f. Examples of successful implementations with public agencies (i.e. municipalities, state, federal)</li> </ul>	<p>Main Office Address: 717 California St., San Francisco, CA 94108-2455                      Telephone Number: (855) 927-9387                      Incorporated: August 26, 2010, Delaware                      Number of Staff: Over 400                      Sites Powered: More than 700,000</p> <p>Pantheon was founded in 2010 to provide a faster, safer, and easier way for our clients to realize their visions on the web. As developers, agency owners, and technologists, Pantheon paired with scalable hosting and agile development infrastructure. As the company grew and iterated on the platform, the team leveraged best-of-breed technology, such as containers, to answer the needs of our clients. This pairing has given birth to our Cloud Management, Autopilot, and other "Pantheon only" functionality. Pantheon's support, engineering, and site reliability teams span the globe to provide 24x7 support and our Open Source Roots.</p> <p>Our platform is built around WordPress and Drupal, two of the most well-known Open Source products. We depend on the Open Source communities and we show our support by contributing to the developers plan and execute the future roadmap of these content management systems. We also speak at these events, to share our experience and knowledge with each community, not just Pantheon users.</p> <p>Value Through Innovation</p> <p>We continue to add many tools to our platform, which are available to all users, regardless of their plan. A recent example includes Pantheon Localdev, a container-based local development dashboard, and accurately replicates our distributed, container-based environment. Another is our acquisition of StagingPilot, a WebOps tooling service that automates testing and deployment. Finally, we invest heavily in our community by actively supporting non-profits throughout the world. Pantheon regularly organizes volunteer outings and sponsors programs like Code for America.</p> <p>Our Customers Span Industries and Continents  <a href="https://pantheon.io/resources/case-studies">https://pantheon.io/resources/case-studies</a>                      Nestle, Red Ventures, Unicef, Flight Centre, Nine Media, Discovery Channel, United Nations, University of Queensland, ClubsNSW, Victoria Innovation Network, Australian Medical Association, Human Rights Watch, Doctors Without Borders, Yale University, Harvard University, UC Berkeley, Clorox</p>
1.02	<p><b>Reference 1</b>                      Provide an overview of where your organization has previously delivered similar services to those identified in this RFP (from the last three years), inclusive of:</p>	<ul style="list-style-type: none"> <li>a. City of Raleigh, NC</li> <li>b. Nicole Benes – Senior Web Developer</li> <li>c. Nicole.Benes@raleighnc.gov</li> <li>d. Raleigh, NC</li> <li>e. Value is &gt; \$30K annually</li> <li>f. Cloud hosting and web operations</li> </ul>
1.03	<p><b>Reference 2</b>                      Provide an overview of where your organization has previously delivered similar services to those identified in this RFP (from the last three years), inclusive of:</p>	<ul style="list-style-type: none"> <li>a. City of Sandy Springs, GA</li> <li>b. Jeremiah Green – Web Developer</li> <li>c. jgreen@sandyspringsga.gov</li> <li>d. Newnan, GA</li> <li>e. ~\$20,000 annually</li> <li>f. Cloud hosting and web operations</li> </ul>
1.04	<p><b>Reference 3</b>                      Provide an overview of where your organization has previously delivered similar services to those identified in this RFP (from the last three years), inclusive of:</p>	<ul style="list-style-type: none"> <li>a. City of Oxnard, CA</li> <li>b. Kenneth Newville - Website Experience Manager</li> <li>c. kenneth.newville@oxnard.org</li> <li>d. Oxnard, CA</li> <li>e. \$45K annually</li> <li>f. Cloud hosting and web operations</li> </ul>
2	Proposed Technical Solution and Operating Model	

2.01 Briefly describe the technical solution and architecture of your proposed Solution, including a diagram to demonstrate each aspect (e.g. hosting, CDN, etc.) in simple terms. Describe the benefits of this approach.

Platform Architecture (architecture plan is summarized in our narrative response [as an image] and the City can explore our architecture in detail here: <https://docs.pantheon.io>)  
At Pantheon, security and performance are the highest priority. It's why we've integrated Fastly's edge cloud platform and managed HTTPS via Let's Encrypt (encrypted SSL certificates) pre-configured to deliver content to users anywhere across the globe securely and at blazing fast speeds through the power of a bundled CDN with over 70+ global points of presence. Pantheon's Global CDN provides industry-leading WAF-style rules and DDoS Protection filtering for management of denial-of-service attacks. By filtering ongoing attacks and isolating dedicated resources in times of need and prevents impact between customer websites.  
The Edge is the exterior of Pantheon—the part that directly touches the public internet. The Edge has a built-in, ultra-fast Varnish cache automatically enabled for every site. It improves performance without breaking a sweat. The Edge also knows how to intelligently route and load-balance requests across the entire Runtime Matrix.  
Our Runtime Matrix is where the action happens: it executes the code for your website. Over a million Linux containers running PHP and NGINX are distributed across a big grid and managed by our software without any need for manual configuration. It can provision you more containers at the click of a button, whether that's to scale up the production environment or spin up new Environments and Workflows  
-Dev, Test, Live  
Every Pantheon site comes with three dedicated environments: Dev, Test, and Live. Each environment runs a version of the site on its own container. Separate Dev, Test, and Live environments ensure the Live environment's availability to the world. Additional development environments can be spun up on demand with what we call Multidev.  
-Multidev  
Multidev provides additional development environments on-demand and allows developers to fork the entire stack (code and content), work independently, then merge the code back into the separate development environment, including database and files. The result is a safe place to design and develop new features, provide stakeholder previews, and perform QA testing in a separate environment.  
-Terminus  
Our command line interface, Terminus, provides advanced interaction with Pantheon. Terminus enables you to do almost everything in a terminal that you can do in the Dashboard. Pantheon supports integrations with GitHub and many other development tools.  
-Autopilot  
Pantheon Autopilot automatically detects, performs, and deploys updates for Drupal sites. By leveraging automation, organizations are able to free up resources that would otherwise be spent on other priorities.  
Pantheon's Autopilot:  
Automatically detects when new updates are available  
Performs the updates in an isolated Multidev environment

2.02 Briefly describe your proposed operating model (staff, experience, location, subcontractors, etc.). Be clear as to what extent subcontractors, third parties, or third party solutions are being used to deliver the proposed Services. What are the benefits of adopting your proposed Solution? how do you plan to ensure your meeting City defined Service Levels?

Pantheon is a Web Operations Platform-as-a-Service (PaaS) for Drupal and WordPress sites, providing managed infrastructure, development tooling, best in class performance and security from the same distributed, container-based architecture. Every site on Pantheon also comes with a finely tuned stack of technology to ensure the fastest and most secure sites possible: managed HTTPS, New Relic for Application Performance Monitoring, Terminus CLI for automation and Pantheon's ability to scale horizontally by spreading across any number of servers.

Provide a project plan for a fixed-price delivery of the implementation services. Include the following:

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

Since the City websites are already installed on the Pantheon platform, the implementation plan is focused on maintaining the existing level of service and ensuring that the City development, and keep the sites updated and secure.

a. High level project plan: In order to achieve the project objectives, Pantheon proposes to:  
 Continue providing platform support on a 24/7 basis via chat, ticketing, and phone escalation channels;  
 Offer strategic technical consulting services on an as-needed basis to ensure that the City can solve technical challenges that exceed the scope of support; evolve their presence of emerging technical, security, and business challenges.  
 Engage in a regular cadence of virtual meetings between the Pantheon account team and City stakeholders to provide a high-level channel to discuss ongoing issues, plan ahead  
 Provide a managed update service to ensure that core updates and security patches are applied promptly.

b. Explanation of the roles of the proposed project team: The Pantheon project team will consist of:  
 Customer Success Manager (CSM): Dedicated point of contact for all matters related to customer health  
 Technical Solutions Consultant (TSC): Dedicated technical partner for solving technical and webops issues, and training new City staff working on the platform  
 Renewal Manager: Dedicated contact handling contractual issues related to renewal.  
 Solutions delivery team: Representatives of the PMO, implementation, solutions architecture, and edge consulting teams who will handle all new services and add-ons, along with  
 Customer Success Engineering, Diamond support: 24/7 support team dedicated to the top tier of Pantheon platform support.  
 Managed Updates: Dedicated team within the support organization focused on applying and testing core updates.

c. Explanation of the role of the City (including time commitments):  
 The City should designate a core team of technical and business stakeholders to meet regularly with the Pantheon account team on a defined cadence, typically 1 hour per quarter.  
 Since the City's sites are already established on the platform, ongoing maintenance, deployment of core updates, and new development are the responsibility of the City, with time for optimizations pursuant to emerging issues that the City may be required to devote time to implementing.

d. Description of a recommended team structure including City and Implementor staffing:  
 Since the City's sites are already established on the platform, ongoing maintenance will require at a minimum the following roles:  
 Business owner to handle the contractual aspects of the relationship  
 Technical lead to act a point of contact for the technical teams, including the TSC and Managed Updates team.  
 Depending on the plans for further development, additional developers may be needed to support the City's initiatives.

e. List of key personnel functions, staffing profiles and responsibilities to cover the implementation, training and support: See section B, above

f. High level explanation of how you plan to successfully implement the Solution requirements: Pantheon has developed a customer success engagement model that has a proven track record of helping their goals and objectives. This has the following elements:

Provide a brief proposed plan for implementing the proposed solution. It must include, but not be limited to:

3.02 a. Migration (process for moving all past/historical data into the new Solution);  
 b. The required tasks to implement the software;  
 c. Resource recommendations and roles for City and Proposer personnel;  
 d. Technical requirements for test, training and production environments, including equipment, as appropriate; and  
 e. Implementation/Onboarding: Document/form template creation, development of use case roadmaps, advise on best practices, administering the Solution, creation of custom workflows, API scripts, establishing SSO.

a. Migration / b. Implementation tasks: N/A due to the City's sites being established on the platform.

c. Resource recommendations: See 3.01, part d

d. Test and training environments: The Pantheon platform provides dev and test environments for all sites, as well as on-demand environments for branch development.

e. Implementation/onboarding/additional services: Ongoing needs will depend on any additional development and will be determined by the City, but the TSC and Solutions Delivery team are needed.

Provide a brief proposed plan for providing City staff with training in the operation and maintenance of the proposed solution, including the following:

3.03 a. A detailed training plan for selected City staff must be developed and implemented for the operation of all application modules and processing functions prior to implementation.  
 b. The training plan should include ongoing training opportunities, as needed.  
 c. Application manuals and procedures manuals must be provided to the City in an electronic format.  
 d. The manuals must be routinely updated as policies or programs are changed.  
 e. Provide details on how training may be delivered either on-site or virtually.  
 f. Application functions, hardware use, and any procedures that are unique to a particular job function.

a. City staff were onboarded and trained when the City's websites were first installed on the platform.  
 b. Ongoing training is handled by the City's TSC, with topical coverage depending on ongoing need, and additional training resources brought in from Solutions Delivery and Development.  
 c. Documentation is publicly available online.  
 d. Pantheon maintains a dedicated Documentation team that continually updates the docs, which can also be edited and updated by the developer community at-large via a pull request.  
 e. Training is generally conducted virtually.  
 f. The City's TSC can conduct trainings specific to the needs of different City roles and functions.

3.04	Describe the extent to which your organization has previously migrated similar websites and databases, and the depth of your organization's experience with migrating data from an existing AWS and Cloudflare environment to your proposed Solution. Clearly identify potential risks and explain how you intend to mitigate those risks.	As noted, the City's websites are already on the Pantheon platform, and were migrated originally by Pantheon's Migrations service team, which has migrated and launched thousands of sites including competitor Drupal hosts, AWS, and on-premise hosts. Should additional sites need to be migrated onto the platform, Pantheon can provide additional services.
<b>3 City Tech Alignment</b>		
3.01	Is the hosting component expected to be sub-contracted to an provider? If so, who?	Pantheon does not plan to sub-contract the hosting component to another provider.
3.02	Where are the hosting sites located?	Pantheon maintains availability regions in Canada, US, Netherlands, and Australia. The City's resources will be hosted in our US region. Pantheon sites have all site resources in their data center region of choice—from application and database containers, to distributed file systems and request routers, to Redis cache. Automated and manual backups of all site components (code, database, and files) are stored in the site's region, created by job workers also running in the site's region. Additionally, region-specific job workers. When a customer selects a specific region as the data location, Pantheon utilizes a Google Cloud Platform data center located in that region to store all data collected by subscribers. All data center are made in compliance with relevant data transfer regulations.
3.03	Where are backup sites located?	Each website can be provisioned in a specific geographic location upon instantiation. The site then runs in that region for the lifetime of the site. Within that region, containers are geographically distinct from each other.
3.04	Would City data be made available for use or access by a third party? Please describe to what extent.	City data is not made available to third parties, and can only be exposed to third parties in the following ways: Public website - published at the discretion of the City, by authorized website editors. Pantheon does not control access to either the website or website admin tools. Website database, backups, and filesystem - can be accessed only with credentials provided to authorized Pantheon users specifically granted rights to either the site or City workspace through a common authentication and permissions system managed directly by the City. Pantheon support staff will not add third-party users to the City workspace.
<b>4 Costs</b>		
4.01	Clearly describe the circumstances and thresholds (if any) under which the City may become liable for overage costs (e.g. exceeding bandwidth, load balancing, storage, transactions, volume of data, compute specs, caching services, etc.)	Unique monthly visits traffic for the Live environment is counted towards a site plan's traffic limit. Traffic for non-live environments (Dev, Test, and Multidev environments) are not. Currently, if your site exceeds the allotted unique monthly visits threshold for the live environment, your Pantheon account team will help assess the right site plan for your needs.
4.02	Describe what limits and additional costs are there (if any) for outbound data or other services.	Pantheon does not anticipate any additional costs.
4.03	Describe any additional payment triggers for using this service not already outlined in your response.	Pantheon does not anticipate any additional payment triggers.
<b>5 Value-Add</b>		
5.01	Clearly describe any additional benefit or value your proposed Solution might present the City over and above the requirements described in the RFP.	Pantheon is committed to continuing to offer the same services we are successfully providing for City of San Diego. We will maintain the same Customer Service team and the same level of service.
<b>6 Industry Recognition</b>		
6.01	Provide details on certifications that the Vendor has achieved in respect to product awards or certifications.	Pantheon has just launched our public-facing Trust Center located at: <a href="https://trust.pantheon.io/resources">https://trust.pantheon.io/resources</a> . This portal demonstrates Pantheon's commitment to security, privacy, and compliance. Frequently asked questions, review our security controls and practices, learn about our handling of personal data and request additional documentation. Pantheon maintains compliance with SOC 2 Type 1 and ISO 27001 Level 1.

**EXHIBIT G**

- 1 Go to the "IT City Standards" tab and choose "Fully Compliant", "Partially Compliant", "Not Compliant", or "NA" for each line item.
- 2 Provide a complete explanation of how, specifically, the solution does (or does not) comply. Please describe, in detail, how solution does (or does not) comply.
- 3 If not fully compliant, please provide proposed workarounds, planned updates (with timelines), or alternatives, as available (and associated costs, as applicable). For non-applicability of a standard, please provide explanation / justification.
- 4 If there are any additional costs associated w/ proposed workarounds or alternatives, they must be explicitly provided herein, and they must be provided in the Pricing Pages, as well.
- 5 Next, go to the "Technical Alignment" tab and answer each question.

**\* \* \* Requests for exceptions to IT City Standards must be listed as exceptions (as outlined in Exhibit A of the RFP) \* \* \***  
**\* \* \* Exceptions to IT City Standards will require approval by the City's Department of Information Technology ("DoIT") \* \* \***

City of San Diego - Pantheon Systems, Inc. Response

IT City Standards for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04 v003.1)

ID	City Requirement	Level of Compliance <i>(select in the dropdown)</i>	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as applicable). If you believe this requirement to be non-applicable, provide a detailed explanation / justification.
AS	Application Security	Yes	
<i>The following Application Security requirements shall apply:</i>			
AS-1	<b>System User Authentication.</b> Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and/or OpenID Connect (OIDC).	Fully Compliant	The City has implemented SSO access to the Pantheon organizational dashboard using the City's OKTA SSO.
AS-2	<b>Role-Based Access (RBAC).</b> The application must accommodate role-based access to limit access to application resources based on only what is needed for a particular user role.	Fully Compliant	The Pantheon dashboard has native RBAC that governs both dashboard and CLI access.
AS-3	<b>Secure Authentication.</b> All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant	Authentication processes are encrypted using industry best practices.
AS-4	<b>Encryption.</b> Application must support industry standard methods, and at a minimum a 256-bit secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS or Secure FTP. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Partially Compliant	Pantheon uses AES 256-bit encryption to protect data at rest and TLS 1.2 to protect data in transit. AES256 is a FIPS compliant algorithm. Although data and authorization activity is encrypted, we cannot specifically attest to meeting HIPAA standards.
AS-5	<b>Auditing and Logging.</b> Application should support interoperability with, and stream logs to, the City's centralized Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction, and details regarding the activity (e.g., logon, logoff, or data details).	Fully Compliant	<ul style="list-style-type: none"> <li>- account login attempts: successful and unsuccessful</li> <li>- account management events</li> <li>- account authorization events: changes, updates, account deletion, and account creation</li> <li>- object access events: user requests to access information</li> <li>- policy change events: administrators requests to modify organizational policies</li> <li>- privileged functions: administrators requests to modify privileges</li> <li>- process tracking events: users requests to access information</li> <li>- system events</li> </ul> <p>For Web applications, this includes:</p> <ul style="list-style-type: none"> <li>- all administrator activity: administrators on customer websites and administrators on Pantheon Platform servers managing a customer websites</li> <li>- authentication checks: authentication is managed by a self service (i.e. Pantheon) certificate authority and an admin reviewed list of keys.</li> <li>- authorization checking events</li> <li>- user data requests: access, change, and deletion of data</li> <li>- permission changes</li> </ul> <p>Logs are centrally collected, processed, and stored in Logz.io for 30 days and Amazon S3 for 13 months. System level logs are isolated from customers on external logging systems while customers' own logs are isolated with strict file permissions.</p>
AS-6	<b>Data Integrity.</b> The Solution must ensure the integrity of all the data collected, stored, and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	Fully Compliant	Pantheon supports Drupal functionality for data integrity and processing. Applications may be configured by customers to account for any inconsistencies in data that may occur during standard operations. At the platform level, the binary log contains a record of all changes to the databases, both data and structure, with a one day retention window.
AS-7	<b>Error Messages.</b> Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g., incorrect password or unknown System User account). Other security related errors (e.g., "file not found" or "permission denied") must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.	Fully Compliant	The CMS provided by Pantheon provides data input validation and error messages. These may also be customized for individual sites. Dashboard errors hew to security best practices and are logged internally.
AS-8	<b>Logical Data Separation.</b> In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third parties to ensure no leakage of City data occurs. For sensitive data stored within SAAS or a third-party cloud, the City should generate and control the encryption keys for the data, where applicable.	Fully Compliant	The Pantheon platform uses a container-based framework that provides resource and data isolation, with no leakage of customer data.
AS-9	<b>Patching.</b> Application/Systems must be patched, at a minimum, on a monthly basis.	Fully Compliant	Pantheon periodically deploys new container host instances with the latest supported kernel, OS, and packages. Containers are automatically migrated to the updated instances with zero down time, before the older systems are retired. Core CMS application updates and security patches are tested internally before being deployed to our customer base through our one-click update workflow.
AS-10	<b>Vulnerability Management.</b> Prior to product deployment into a production environment and/or external exposure, all Application, Service and Systems must be scanned, with an established industry-recognized tool and have security vulnerabilities remediated. Vulnerabilities discovered on existing systems must be remediated within at least 30 days of discovery. Discovered vulnerabilities shall be assigned a risk ranking. High-rated vulnerabilities must be patched/remediated within 24 hours.	Partially Compliant	Pantheon is not responsible for scanning application website code. Customers may apply any scans they deem necessary. The platform is scanned using industry-standard tools as part of our security compliance practices, with vulnerabilities prioritized as required, with remediation planned for 30 days for high priority and 7 days for critical issues.
AS-11	<b>Mobile Device Management (MDM).</b> Mobile Devices (e.g., tablets and mobiles phones) must be capable of enrolling in industry standard MDM managed by the City's Information Security Team. Note: Microsoft Intune is the City's current standard MDM solution.	N/A	Application is a web CMS installed on a PAAS host, with no mobile application.
AD	Application Data	Yes	
<i>The following Application Data requirements shall apply:</i>			
AD-1	<b>Ownership of Data.</b> All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, Vendor/Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.	Fully Compliant	All City data held by Pantheon resides in databases entirely managed by the City. These can be backed up and exported as database backups should the sites need to be moved elsewhere.
AD-2	<b>Personal Data.</b> Vendor/Proposer agrees that it will comply with all applicable federal, state, and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing, and exchanging any Personal Data in connection with this solution/Agreement. For the purpose of this solution/Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	Fully Compliant	Pantheon complies with all applicable federal, state, and local data protection laws. Customer data is strictly limited to that required for platform user accounts (i.e. email address), and any financial data account data would be held in compliant third-party payment systems.
AD-3	<b>City Data Access.</b> If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.	Fully Compliant	The proposed solution is not sub-contracted to a third-party.

AD-4	<b>Third Party Requirements (For Request for Proposal responses only)</b> . Proposer shall ensure any third-party subcontractors adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	Fully Compliant	The proposed solution is not sub-contracted to a third-party.
AD-5	<b>State Requirements.</b> Vendor/Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant	Pantheon is compliant with the CCPA.
D	<b>Design</b>		
<i>The following Design requirements shall apply:</i>			
DD-1	<b>Design Documentation.</b> Vendor/Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	N/A	Pantheon is a cloud-hosted PAAS application.
DD-2	<b>Architecture Documentation.</b> Vendor/Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	N/A	Pantheon is a cloud-hosted PAAS application.
DHW	<b>Desktop Hardware</b>		
<i>The following Desktop requirements shall apply:</i>			
HWD-1	<b>System.</b> Compatible with 64-bit systems	N/A	
HWD-2	<b>Desktop/Laptop Hardware.</b> Hewlett-Packard (HP) brand business-class	N/A	
HWD-3	<b>Tablets.</b> HP ELITE X2 G4	N/A	
HWD-4	<b>Tablet/Laptop Combos.</b> MS Surface Pro 7, MS Surface Pro 7+	N/A	
DSW	<b>Desktop Software</b>		
<i>The following Desktop requirements shall apply:</i>			
SWD-1	<b>Desktop Operating System.</b> Microsoft Windows 10 Enterprise, or the most current version of this Operating System to within an n-1 standard (i.e., within last 2 current versions).	N/A	
SWD-2	<b>Desktop Software.</b> The proposed system must not conflict with nor modify standard desktop software. Other standard software includes: ESET Antivirus, Adobe Creative Cloud; SAPGUI. The City targets n-1 if not the latest updates.	N/A	
SWD-3	<b>Office Productivity.</b> Microsoft Office Suite, Teams, Visio, Project.	N/A	
SWD-4	<b>Web Browser.</b> Google Chrome and Microsoft Edge versions to within an n-1 standard.	Fully Compliant	The Pantheon dashboard is a web-accessible application tested against modern browsers.
OSTD	<b>Other Applications Standards</b>		
<i>The following Applications requirements shall apply:</i>			
OSTD-1	<b>Programming Language Standards.</b> HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	N/A	
OSTD-2	<b>Data Transport Protocol Standards.</b> XML (includes XDM); JSON; SOAP / HTTPS / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GeoJSON, DWG, DGN (CADD).	N/A	
OSTD-3	<b>Desktop Configuration.</b> Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	N/A	as
OSTD-4	<b>Reporting Tool Integration Standards.</b> SAP Crystal Reports; Microsoft SQL Server Reporting Services.	N/A	
OSTD-5	<b>Web Content Management System.</b> Drupal.	Fully Compliant	Pantheon is a PAAS host for Drupal websites.
OSTD-6	<b>Document Management Integration.</b> OpenText.	N/A	
OSTD-7	<b>Geographic Information System and Integration Standards.</b> ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A	
OSTD-8	<b>Payment Card Industry (PCI) Compliance.</b> If solution has the ability to accept electronic payments, directly or indirectly, then it must comply with the City's PCI Compliance requirements.	N/A	
OSTD-9	<b>Web Programming.</b> Web interface that requires public input shall be WCAG 2.1 Compliant e.g. VPAT	Fully Compliant	The Pantheon dashboard is a web-accessible application that is WCAG 2.1 AA compliant. Pantheons Accessibility documentation is available through the following link: <a href="https://pantheon.io/accessibility-statement">https://pantheon.io/accessibility-statement</a> . Ensuring accessibility on the City's web application itself is the City's responsibility.
HSTD	<b>Hosting Standards</b>		
<i>The following Hosting requirements shall apply:</i>			
HSTD-1	<b>City Hyper Converged Infrastructure.</b> If solution is proposed as "On Premise," it must support one of the following ( <i>please specify under 1.a, 1.b, or 1.c below</i> ):	N/A	
HSTD-1.a	<b>Hyper Converged Infrastructure.</b> Server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	N/A	
HSTD-1.b	<b>Standalone server</b> - HP ProLiant Generation 10 or higher.	N/A	
HSTD-1.c	<b>Server OS.</b> Solution must support Server Operating System - Microsoft Windows Server, SuSe Linux versions must be within n-1 standard.	N/A	
HSTD-2	<b>Web Servers.</b> If proposed system is locally hosted, it must support web servers - Microsoft IIS and Apache to an n-1 standard.	N/A	
HSTD-3	<b>Virtual Servers.</b> Solution must support virtual server hosting - VMware ESX (to an n-1 standard).	N/A	
HSTD-4	<b>Relational Database Management Systems.</b> If solution is proposed as "On Premise," it must support Relational Database Management Systems		
HSTD-5	<b>Cloud.</b> Providers are Amazon Web Services (AWS), Microsoft Azure, and Google Cloud platform (GCP), with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. <b>Public Cloud</b> solutions must reside within the borders of the United States <b>and</b> support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on Aws are the Standards.	Fully Compliant	Pantheon is a PAAS solution running on GCP, with the City applications hosted on a United States region (US-Central1)
ACAR	<b>Acknowledgement of City's Administrative Regulations (ACAR)</b>		
<i>City's Administrative Regulations and Applicable Standards</i>			
ACAR-1	<b>City's Information Security Policy, Standards and Procedures.</b> The City of San Diego Administrative Regulation for "Information Security Policy, Standards and Procedures" (A.R. 90.63) at <a href="https://www.sandiego.gov/sites/default/files/ar9063.pdf">https://www.sandiego.gov/sites/default/files/ar9063.pdf</a> .	Acknowledged	
ACAR-2	<b>Protection of Sensitive Information and Data.</b> The City of San Diego Administrative Regulation for "Protection of Sensitive Information and Data" (A.R. 90.64) at <a href="https://www.sandiego.gov/sites/default/files/ar_9064.pdf">https://www.sandiego.gov/sites/default/files/ar_9064.pdf</a> .	Acknowledged	
<b>* Go to Step 2 - Technical Alignment *</b>			

City of San Diego Pantheon Systems, Inc. Response

IT Technical Alignment for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04 v003.1)

Discipline	Question	Vendor Response (Required)	Guidance / Directions
Records Management	Will the identified software utilize, import, transform, produce, or store information that constitute City Records?	Yes. Pantheon hosts City websites that may produce or store City Records. These will be held either in the website database, or in the website filesystem.	City Records are any recorded information of any kind and in any form, either created or received by the City that is evidence of its operations <ul style="list-style-type: none"> <li>Files that initiate, authorize, or complete a City transaction</li> <li>Files that document the formulation and execution of City policies and decisions</li> <li>Files that have sufficient historical, administrative, legal, or fiscal value relating to policy and decision-making</li> </ul>
Records Management	<b>If yes</b> , does the identified software meet the criteria to be a 'Trusted System' as defined in the <i>California Code of Regulations, Title 2, Division 7, Chapter 15 "Trustworthy Electronic Document or Record Preservation"</i> ?	Yes. The City is responsible for ensuring that the production of content and documents stored in the hosted web applications is compliant. Pantheon limits access such that unauthorized alteration of documents stored in the filesystem is not possible, and provides a backup system that stores backup copies of any documents managed by the web applications in georedundant storage.	A trusted system must include an avenue for maintaining at least two separate copies of an electronic resource. A combination of proper hardware and media storage techniques are necessary to prevent any unauthorized additions, modifications, or deletions to a document. A trusted system must also stand up to the rigors of an independent audit process that ensures that no plausible scenario for altering documents is feasible. Lastly, a trusted system requires that at least one copy of a stored electronic document or record is written that does not permit any unauthorized alterations or deletions and is stored and preserved in a separate and safe location. For more information, please visit: <a href="https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trustworthy-electronic-document-or-record-preservation#section-22620.7">https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trustworthy-electronic-document-or-record-preservation#section-22620.7</a>
Records Management	<b>If no</b> , how will records be maintained to ensure proper retention and disposition in accordance with the city's approved retention requirements for City records?	N/A	
Information and Data Security	Who owns the data in the system?	The City owns all data stored on the web applications hosted on Pantheon.	
Information and Data Security	Will this solution have the capability to accept credit card information now or in the future?	No	<b>If yes</b> , an approval will be required by DoIT PCI team. See PCI compliance requirements.
Information and Data Security	Will any protected data be stored in the system (PCI, HIPAA, Financial, PII, CJIS)?	No	For PCI data, see PCI compliance requirements.
Information and Data Security	Will any protected data be stored OUTSIDE the City's network or datacenter (PCI, HIPAA, Financial, PII, CJIS)?	N/A	
Information and Data Security	Will the Vendor or application need access to the City's internal systems to do development or for operational use of the new system?	No	
Information and Data Security	Does the application have any connections to systems outside of the City's firewall?	N/A - the application is hosted outside of the City's firewall.	
Information and Data Security	If hosted outside of the City's internal network, does the application need a connection inside of our firewall?	No. If this is needed, it can be provided via the Secure Integration add-on.	<b>If yes</b> , the source and destination IP addresses and ports will be required.
Information and Data Security	How will the system be kept current with patches and upgrades?	The City's website core code will be updated by Pantheon's Managed Updates service, which tests and deploys core and contributed code updates as soon as they are available.	If the solution is hosted, the contract needs to state the upgrade and patch processes. Even if directly addressed elsewhere, provide here.
Information and Data Security	Does the system utilize Generative Artificial Intelligence (AI)? If so, what LLM or technology is used (ChatGBT, Bard, etc.?)	No	<b>If yes</b> , please explain what input data will be used, if it will be publicly accessible, and what acceptable use and data loss protection policies will be applied.
Data Center / Cloud	Is the solution: on premise, hosted solution, software as a service (SaaS), or hybrid?	SAAS	
Data Center / Cloud	If the solution is hosted, who is subcontracted to host the data (e.g. AWS, GCP, or Microsoft Azure)?	GCP	
Data Center / Cloud	If the solution is hosted, where will the City's data reside geographically?	GCP region Central-1 in Council Bluffs, Iowa, USA	

Data Center / Cloud	If the solution is hosted, what type of disaster recovery policy or plan does the vendor who is hosting the data have?	Recovery plans are documented in disaster recovery plan which defines the roles and responsibilities of relevant personnel involved in executing recovery procedures. Pantheon's Business Continuity Policy is available under NDA. Disaster recovery procedures are developed and documented based on a formal risk assessment to identify threats to availability of the Pantheon systems. The recovery procedures are tested on an annual basis. Every layer of a site's environment (CDN, application containers, database matrix, network file system) contains elements of high availability. Backups can be scheduled by the customer on up to a daily basis.	
Data Center / Cloud	If the solution is hosted, what is the back-up policy in place by the vendor?	Recovery plans are documented in disaster recovery plan which defines the roles and responsibilities of relevant personnel involved in executing recovery procedures. Pantheon's Business Continuity Policy is available under NDA. Disaster recovery procedures are developed and documented based on a formal risk assessment to identify threats to availability of the Pantheon systems. The recovery procedures are tested on an annual basis. Every layer of a site's environment (CDN, application containers, database matrix, network file system) contains elements of high availability. Backups can be scheduled by the customer on up to a daily basis.	
Data Center / Cloud	If the solution is hosted, what access rights does the City have to the data through the course of the subscription? In what format will the data be provided to the City?	Database access is available via direct access by database utilities, subject to authenticated access. Database backups can be exported via the platform's backup utilities.	
Data Center / Cloud	If the solution is hosted, what access rights does the City have to the data upon conclusion of the contract? In what format will the data be returned to the City?	Database access is available via direct access by database utilities, subject to authenticated access. Database backups can be exported via the platform's backup utilities. Database and backups will be deleted upon conclusion of the customer contract in compliance with data retention regulations.	
Data Center / Cloud	If the solution is on premise, how many IP addresses and network connections will be needed?	N/A	
Data Center / Cloud	If the solution is on premise: How many servers are required?	N/A	
Network	If the solution is on premise, what are the source and intended destination IP addresses and ports (if known)?	N/A	
Network	If the solution is on premise, how will it physically connect to the internal network?	N/A	If this is not clearly outlined in the architecture diagram, please explain and include any relevant hardware required (e.g. switches, routers,..).
Service Desk	What are the hours of support of the application?	The City has Diamond tier support, which entitles it to 24/7 support.	
Service Desk	Who does the user call if they have a problem with the system?	The City has Diamond tier support, which provides access to the support team via phone, ticket, and chat.	
Service Desk	Can SCCM (System Center Configuration Manager) be used to push the required desktop components?	N/A	
Service Desk	What other services does the product integrate with?	Any integrations with the web application are implemented by and under the control of the City. The Pantheon Platform makes use of New Relic for performance monitoring, SendGrid for platform email services	
Service Desk	What software, if any, is required on the desktop?	N/A	

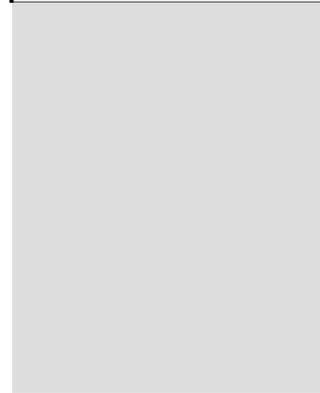


EXHIBIT H: Cost Proposal							
	One-Time	Year 1	Year 2	Year 3	Year 4 (Option Year 1)	Year 5 (Option Year 2)	Proposer Comments <i>(highlight assumptions if any)</i>
<b>Pantheon Systems, Inc.</b>							
Section 1: Services (Hosting & Support for SanDiego.gov & InsideSanDiego.org sites)							
<b>Annual Fee for Services</b>							
Hosting & Support Cost	\$0.00	\$10,170.00	\$10,575.00	\$10,785.00	\$10,785.00	\$10,785.00	
Elite 2M Site Plan	\$0.00	\$33,302.00	\$33,302.00	\$33,302.00	\$33,302.00	\$33,302.00	
Performance Large Site Plan	\$0.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	
Managed Updates	\$0.00	\$10,070.00	\$10,070.00	\$10,070.00	\$10,070.00	\$10,070.00	
Advanced Global CDN with WAF/IO	\$0.00	\$17,670.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	
<b>Total Costs</b>	<b>\$0.00</b>	<b>\$76,612.00</b>	<b>\$77,347.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>	
Section 2: Implementation, Transition, and Training Costs							
<b>Implementation, Transition, and Training Costs</b>							
Implementation, Transition, and Training Cost	\$0.00	N/A	N/A	N/A	N/A	N/A	
Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Implementation, Transition, and Training Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Section 3: Other Fees (please list)							
Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Other Additional Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Section 4: Additional website (Citynet site) (Optional-will not be included in cost evaluation)							
Cost to host & support additional website	\$0.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	Pricing assumes a Performance Large site plan
<b>Sum for Summary Sheet (Sections 1 + 2 +3)</b>	<b>\$0.00</b>	<b>\$76,612.00</b>	<b>\$77,347.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>	
<b>Total Contract Cost of Ownership (All Five Years)</b>			<b>\$386,630.00</b>				

**Contract Term:**

As may be required for a period of three (3) years from the Effective Date with two (2) additional one-year options

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

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





**City of San Diego**  
**City Website Hosting and Support Services**  
**Solicitation Number: 10090261 -25-S**

**Pantheon Systems, Inc.**  
**April 07, 2025**



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## Tab A - Submission of Information and Forms

As requested by the City of San Diego, Pantheon Systems, Inc. (Pantheon) has submitted the following information and Forms either in this section or as required directly on the PlanetBids portal.

### *2.1 Completed and signed Contract Signature Page*

**CITY OF SAN DIEGO**

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

**ADDENDUM A**

**Request for Proposal (RFP):** No. 10090261-25-S  
**Revised RFP Closing Date:** April 7, 2025 @ 2:00 p.m.

Bid for furnishing the City of San Diego with **City Website Hosting and Support Services**

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

1. Delete the original Request for Proposal Cover Page and replace with the attached Addendum A Request for Proposal Cover Page. (**NOTE:** The RFP Response Due Date has been extended to April 7, 2025 @ 2:00 p.m.).
2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Request for Proposal Signature Page 3.
3. Delete the original Request for Proposal, Exhibit B, Pages 2 & 4 and replace with the attached Addendum A Request for Proposal, Exhibit B, Pages 2 & 4. (**NOTE:** changes made in bold).
4. Add seventeen (17) pages "Questions and Answers". (**NOTE:** These questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP).
5. Add three (3) pages of current Service Level Requirements per Question 98.
6. Add fifteen pages (15) pages of Drupal build reports per Question 116.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Paige Spounias-Flynn  
Senior Procurement Contracting Officer  
(619)236-6032

Addendum A  
March 19, 2025



## Request for Proposal (RFP) for City Website Hosting and Support Services

### ADDENDUM A

<b>Solicitation Number:</b>	10090261-25-S
<b>Solicitation Issue Date:</b>	February 27, 2025
<b>Questions and Comments Due:</b>	March 10, 2025 @ 12:00 p.m.
<b>Revised Response Due Date and Time (“Closing Date”):</b>	<b>April 7, 2025 @ 2:00 p.m.</b>
<b>Contract Terms:</b>	Three (3) years from Effective Date with two (2) additional one (1) year period(s) to extend, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Conditions.
<b>City Contact:</b>	Sandra M. Vasquez, Supervising Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 <a href="mailto:SMVasquez@sandiego.gov">SMVasquez@sandiego.gov</a> (619) 236-6032
<b>Submissions:</b>	Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g. thumb drive or CD) or an electronic bid via PlanetBids, of their response as described herein.  <b>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b>  <b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b>

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Pantheon Systems, Inc.

BY:

\_\_\_\_\_  
Proposer

717 California St.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Print Name:

San Francisco, CA 94108

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

(855) 927-9387

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date Signed

Josh.Clegg@pantheon.io

\_\_\_\_\_  
E-Mail

BY:

DocuSigned by:  
*Josh Clegg*

1ECCDE350FD34CA...

\_\_\_\_\_  
Signature of  
Proposer’s Authorized  
Representative

Joshua Clegg

\_\_\_\_\_  
Print Name

Approved as to form this \_\_\_\_ day of

Renewals Manager

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_.

2025-04-04 | 13:23:04 PDT

HEATHER FERBERT, City Attorney

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Deputy City Attorney



## 2.2 Exceptions

Pantheon accepts the terms of the RFP up to and including Exhibit A with few minor alterations. For remainder of the terms of the RFP, Pantheon would like to replace those terms with the terms of the WebOps Services Agreement (“WSA”) signed between the Parties on August 17, 2020, and attached as Exhibit K to RFP No. 10089660-20-R.

For the sake of brevity, The WSA will replace Exhibit B, Exhibit C, Exhibit D and Exhibit E and shall be attached to this RFP as Exhibit C. Exhibit D is Reserved.

Exhibit J (Contractor’s Elite Plans Services Agreement) stating service levels applicable for Elite plan services is also attached.

Pantheon would also like to amend clause 10.2 of the above stated WSA to remove termination for convenience. A termination for convenience rights creates a significant revenue recognition issue for Pantheon and is not reflected in our renewal fee. The renewal fee is based on a full-service term. If the term is subject to termination at any time, effectively creating a month-to-month term, then the renewal fee may be different. Also, we've added language to clarify that either party may terminate the agreement for the other's non-performance.



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

The Contractor Standards Pledge of Compliance has been completed, signed and uploaded directly to the PlanetBids portal.

### *2.4 Equal Opportunity Contracting forms*

The Equal Opportunity Contracting form has been completed, signed, and uploaded directly to the PlanetBids portal.

### *2.5 Additional Information as required in Exhibit B*

Pantheon's response to the Scope of Work is included in Tab B of our response.

### *2.6 Exhibit F. Interrogatories*

As requested, Exhibit F. Interrogatories spreadsheet has been completed and uploaded directly to the PlanetBids portal.

### *2.7 Exhibit G. IT City Standards and Technical Alignment*

As requested, Exhibit G. IT City Standards and Technical Alignment spreadsheet has been completed and uploaded directly to the PlanetBids portal.

### *2.8 Reserved*

### *2.9 Any additional documents that are deemed necessary to fulfill the contract*

Note the exceptions in Section 2.2. Pantheon would like to utilize the terms of the WebOps Services Agreement ("WSA") signed between the Parties on August 17, 2020, and attached as Exhibit K to RFP No. 1008966020-R.



## Tab B - Executive Summary and Responses to Specifications

### *2.10 Title page*

Pantheon has included a Title page as the first page of our response, prior to Tab A.

### *2.11 Table of contents*

Pantheon has included a table of contents following the title page of our response.



## 2.12 Executive summary

### Key Value Points

- Proven experience and expertise with the City
- Complete website ops platform
- Centralized team and site management via “Mission Control” dashboard
- Single, container-based, multi-tenant platform since 2011
- On-demand scaling, updates, and feature environments

Pantheon proposes to continue providing the City of San Diego with hosting and support services for its public-facing websites. Our expertise and experience with the City and cities across the US will enable the City of San Diego to continue to provide a best-in-class public-facing website to its constituents, offering a variety of information relating to events and critical services being performed by the City. We have presented a value-driven response to continue:

- Providing cloud hosting services, with an optimized Content Delivery Network (CDN)
- Maintaining and supporting the City’s core Drupal platform

Pantheon was founded in 2010 to provide a faster, safer, and easier way for our clients to realize their visions on the web. As developers, agency owners, and technologists, Pantheon’s founders realized that Drupal can achieve its full potential only when paired with scalable hosting and agile development infrastructure.

As the company grew and iterated on the platform, the team leveraged best-of-breed technology, such as containers, to answer the needs of our clients. This pairing has given birth to Multidev feature branches, Pantheon’s global edge routing layer, Change Management, Autopilot, and other “Pantheon only” functionality. Pantheon’s support, engineering, and site reliability teams span the globe to provide 24x7 support and up to 99.99% uptime.

### Our Open Source Roots

Our platform is built around WordPress and Drupal, two of the most well-known Open Source products. We depend on the Open Source communities and we show our support in many ways. We sponsor dozens of events worldwide every year, where developers plan and execute the future roadmap of these content management systems. We also speak at these events, to share our experience and knowledge with each community. In doing this, we make WordPress and Drupal better for all users, not just Pantheon users.

### Value Through Innovation

We continue to add many tools to our platform, which are available to all users, regardless of their plan. A recent example includes Pantheon Localdev, a container-based local development environment which integrates with the Pantheon API and dashboard, and accurately replicates our distributed, container-based environment. Another is our acquisition of StagingPilot, a WebOps tooling service that automates testing and will be included in most accounts as Autopilot.



## 2.13 Proposer’s response to the RFP

### Proposed Solution and Transition Plan

In response to the City of San Diego’s continued requirements, Pantheon is proposing the following:

- Hosting & Support
- Elite 2M Site Plan
- Performance Large Site Plan
- Managed Updates
- Advanced Global CDN with WAF/IO

Pantheon is a Web Operations Platform-as-a-Service (PaaS) for Drupal and WordPress sites, providing managed infrastructure, development tooling, best in class performance and managed security on a single platform. Every site on Pantheon benefits from the same distributed, container-based architecture. Every site on Pantheon also comes with a finely tuned stack of technology to ensure the fastest and most secure sites possible. This includes an integrated Global Content Delivery Network (CDN), managed HTTPS, New Relic for Application Performance Monitoring, Terminus CLI for automation and Pantheon's ability to scale horizontally by spreading across any number of containerized instances.

A typical Pantheon WebOps agreement consists of a Workspace Account Tier, Site Plans, and any additional Professional Services or Add-ons (Migration, Technical Account Management, Secure API Integration, etc). Based on the number of sites initially purchased, we attach a standard discount which will be applied to any additional sites added during the contract’s term.

### Elite 2M and Performance Large Site Plans

Unlike traditional hosting, Pantheon delivers truly elastic hosting through automation in software. Our massive, multi-tenant platform uniquely leverages containers on top of a dedicated infrastructure tuned specifically for Drupal. We run over a million containers in production and serve 6 billion pageviews a month.

On Pantheon Elite plans, scaling is easy and immediate. When your website needs to scale, the platform provisions new containers for you in seconds. This allows your site to handle unplanned traffic spikes from campaigns or events, without worry - Pantheon will scale up as much as needed to match your traffic. Additionally, traffic spikes do not result in overages as long as the traffic is not sustained for multiple months.

**World Class Support 24x7x365**  
Real-time chat, ticketing, and phone support from Drupal and Wordpress experts. Get application level help from humans, not bots

**Best Practice Deployments**  
Every site comes with identical Dev, Test, and Live environments. No more cowboy coding

**Global CDN**  
Achieve sub-second page loads around the world thanks to Global CDN powered by Fastly

**Total Scriptability**  
Everything on Pantheon can be scripted using Terminus, our CLI, including mass updates, Continuous Integration, build tools, and automated testing

**Smooth Scaling**  
Pantheon runs over a million checks a day alerting you to any potential performance issues



Pantheon offers five different Elite site plans for mission-critical WordPress and Drupal sites that require a contractual uptime guarantee and/or maintain high levels of traffic. While these plans meet most customer needs, we have developed our Elite Custom plan for sites who fit the Elite profile but need custom modifications outside of our standard Elite offering. Elite Custom plans come with a 99.95% uptime SLA, managed resource scaling by Pantheon, and a replica backup database.

Our **Performance Large** site plan is recommended to handle your specific level of site visits per month - but will scale infinitely should there be a need. For sites that deliver business results, we have a series of plans to choose from under our Performance offering. All Performance plans include New Relic APM Pro, Object Cache (Redis), Search (Solr), and Overage Protection in the event of a high traffic activity on any given month.

Pantheon runs over a million checks a day to proactively monitor network, server, and application resources. Our status page shows a transparent, aggregated report of current and historical uptime across all Pantheon sites.

Pantheon performance sites have a service level objective of 99.9% uptime.

## Diamond Workspace

Pantheon Diamond Workspace is ideal for institutions with mission critical sites, where iteration, optimization, performance, and brand governance are high priority. Diamond support provides 24x7 priority support with immediate chat response, maximum 1 hour non-emergency ticket response, and maximum 15 minute on-call phone response. Diamond support is included with all Elite Plans and includes a Dedicated Diamond Support Team with an assigned Customer Support Manager.

**What's Included**

- Autopilot
- Front-End Sites (Add On)
- Advanced Global CDN (Add On)
- Multidev Cloud Environments
- Custom Upstreams
- WordPress Multisite
- Global CDN
- Central dashboard for all sites
- Integrated version control
- Role-Based Access Control
- Deployment Pipeline
- Integrated Composer
- Quicksilver automation
- Terminus Command Line Interface
- Object Cache
- Global Cloud Regions
- Search
- Automated Backups
- Managed HTTPS
- Documentation
- Community
- Developer Training
- Chat 24x7: Top Priority
- 24x7 Phone Support
- Tickets 24x7: 1 Hour
- Emergency On-Call 24x7: 15 mins

- Dedicated Diamond Support Team
- Pre-Launch Load Testing
  - \*All Elite Sites Included
- Customer Success Managers
- SSO/SAML
- Site Network Setup

## Advanced CDN

As the scope and complexity of application layer attacks grows, Advanced CDN is critical to protecting the integrity of your online operations and maintaining an optimal experience to your visitors. As a fully managed service, you are protected from the constantly growing list of known threats around the clock.

Advanced CDN configuration options unlock personalization and targeted messaging at scale with location-based blocking and redirection.

Additional Features:

- Full-Page & Asset Caching
- Layer 3, 4 & 7 DDoS Protection & Mitigation
- SOC 2 Type 2 Compliance
- Origin Shielding
- Managed HTTPS (SSL/TLS)
- P Allow/Blocklisting



- Token Authentication / JWT (JSON Web Token)
- Custom Error & Maintenance Page Rules
- Geolocation Based Edge Control
- Device Detection & Edge Control
- Persistent Uptime
- Full CDN Edge Logs
- Edge Redirects
- Domain Masking
- Enterprise Blue/Green Support

## WAF/IO

Pantheon's WAF brings a full suite of edge security capabilities that ensures site integrity with a CMS-tuned web application firewall (WAF), and rate limiting to guard critical assets. The WAF inspects each un-cached request in excruciating detail and rapidly applies rules to keep your online presence stable.

Image Optimization will improve Lighthouse scores and core web vitals with improved page load times by automatically converting and delivering your site images in modern WebP image formats that help render pages at light-speed from the edge, offloading work from your servers and adding resilience to your site.



## Hosting and Support

**Platform Architecture** . At Pantheon, security and performance are the highest priority. It's why we've integrated Fastly's edge cloud platform and managed HTTPS via Let's Encrypt (encrypted SSL certificates) directly into our website management platform. All Pantheon sites are pre-configured to deliver content to users anywhere across the globe securely and at blazing fast speeds through the power of a bundled CDN with over 70+ global points of presence.

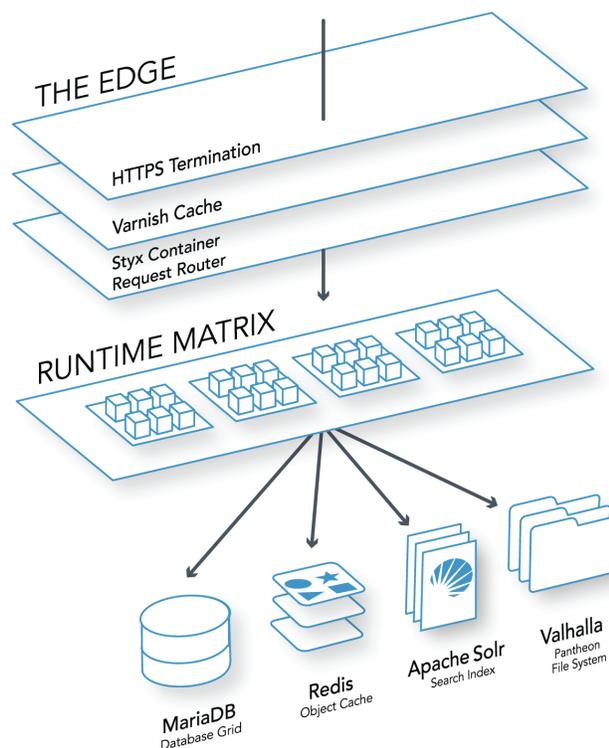
Pantheon's Global CDN provides industry leading WAF-style rules and DDoS Protection filtering for management of denial-of-service attacks. By filtering ongoing attacks and isolating traffic streams for each site and environment, Pantheon provides dedicated resources in times of need and prevents impact between customer websites.

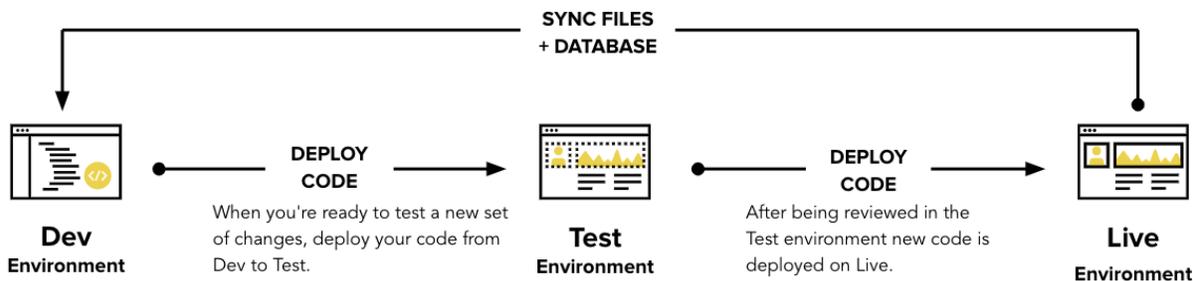
The Edge is the exterior of Pantheon—the part that directly touches the public internet. The Edge has a builtin, ultra-fast Varnish cache automatically enabled for every site. It improves page load times and helps sites cruise through viral traffic spikes without breaking a sweat. The Edge also knows how to intelligently route and load-balance requests across the entire Runtime Matrix.

Our Runtime Matrix is where the action happens: it executes the code for your website. Over a million Linux containers running PHP and NGINX are distributed across a big grid of powerful dedicated machines. These containers are provisioned and managed by our software without any need for manual configuration. It can provision you more containers at the click of a button, whether that's to scale up the production environment or spin up an environment for a new team member.

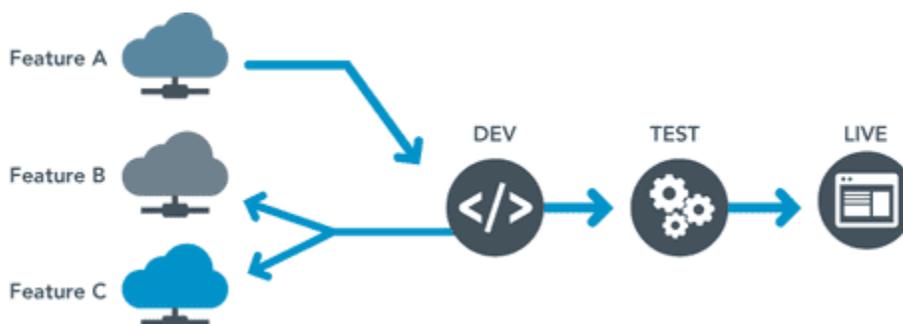
## Environments and Workflows

**Dev, Test, Live.** Every Pantheon site comes with three dedicated environments: Dev, Test, and Live. Each environment runs a version of the site on its own container. Separate Dev, Test, and Live environments allow you to develop and test your site without impacting the Live environment's availability to the world. Additional development environments can be spun up on demand with what we call Multidev.





**Multidev** . Multidev provides additional development environments on-demand and allows developers to fork the entire stack (code and content), work independently, then merge the code changes back into the master. Each forked branch will have its own separate development environment, including database and files. The result is a safe place to design and develop new features, provide stakeholder previews, and perform QA testing all without compromising productivity on the main development environment.



**Terminus** . Our command line interface, Terminus, provides advanced interaction with Pantheon. Terminus enables you to do almost everything in a terminal that you can do in the Dashboard, and much more provides extremely flexible workflows.

Pantheon supports integrations with GitHub and many other development tools.

**Autopilot** . Pantheon Autopilot automatically detects, performs, and deploys updates for Drupal sites. By leveraging automation, organizations can free up resources that would otherwise be spent on manual tasks, to focus on more impactful priorities.

Pantheon's Autopilot:

- Automatically detects when new updates are available
- Performs the updates in an isolated Multidev environment
- Tests the updates with automated visual regression testing (VRT)
- Optionally deploys the updates

### Application Performance Monitoring

On Pantheon, all Elite plans come with a bundled subscription to New Relic APM Pro, giving you code-level visibility into your website's performance. Track releases, investigate query



performance, and identify areas for improvement with the best-in-class software analytics tool suite.

Use New Relic's reporting to get end-to-end visibility into your website's performance. Drill down and see the impact of specific modules or plugins, and troubleshoot, down to the function call, specific transaction bottlenecks. Flag deployments in New Relic to monitor performance over time.

Instantly see what's hampering your website—whether it's slow or uncached transactions, slow SQL queries, or problematic cron-based transactions. Identify when a problem with your site is due to hardware or software, and whether it's a server or browser issue.

Our support team is available to provide assistance and support for performance issues under our Platinum Support plan.

### **Disaster Recovery**

Pantheon is designed to be highly-available, resilient to single component failures, recoverable in the unlikely event of data center failure, not reliant on the services of any single employee, and manageable remotely in case of the loss of Pantheon offices.

Our technology is built upon industry leading infrastructure —Google Cloud Platform —chosen for their outstanding track-record and reputation. All Drupal code, files, and database content can be scheduled for a daily backup that is redundantly stored and portable off-platform.

If the website's primary data center should become inaccessible and deemed unrecoverable in a reasonable period of time, our system is designed so that the service will be restored from the most recent backups using an alternate data center. Additionally, users have full access to create/schedule backups to set up their own disaster recovery infrastructure.

Pantheon's infrastructure is fully automated —no system configuration is done or managed manually —which allows us to rapidly restore the platform in the event of catastrophic failure.

### **Data Residency**

Pantheon maintains availability regions in Canada, US, Netherlands, and Australia.

Pantheon sites have all site resources in their data centre region of choice—from application and database containers, to distributed file systems and request routers, to Redis cache servers and Apache Solr index servers.

Automated and manual backups of all site components (code, database, and files) are stored in the site's region, created by job workers also running in the site's region. Additionally, any database or file clones between site environments are run by region-specific job workers.

When a customer selects a specific region as the data location, Pantheon utilizes a Google Cloud Platform data center located in that region to store all data collected by subscribers from the end users. All data transfers from that Google Cloud Platform data center are made in compliance with GDPR and other relevant data transfer regulations.



## Security

**Secure Infrastructure.** Pantheon is built on a containerbased cloud architecture. Unlike deployment of clusters or virtual private servers, containers allow lightweight partitioning of an operating system into isolated spaces where applications can safely run. Our infrastructure can isolate resources while making it easy to scale and deploy fixes across the entire infrastructure. A single website vulnerability poses no risk to other sites on the platform.

**Resource Isolation.** Pantheon uses control groups, a kernellevel facility for resource isolation for memory, disk, CPU, and other server resources. This means that process and memorylevel isolation are effective for all customer processes, from PHP to MySQL. Pantheon's distributed file system, Valhalla, is accessed over encrypted channels using clientserver authentication. Once mounted, customer account files are protected through standard Linux permission controls. System level logs are isolated from customers on external logging systems while customers own logs are isolated with strict file permissions.

**Automated Site Monitoring.** Pantheon runs over a million checks a day to proactively monitor network, server, and application resources. Our status page shows a transparent, aggregated report of current and historical uptime across all Pantheon sites.

**Automated, One-Click Core Updates.** Update Drupal and WordPress core with a single click. Pantheon's builtin dev, test, and live environments allow developers to push updates to production safely and quickly.

**Network Intrusion Protection.** Pantheon's intrusion prevention system (IPS) provides an additional layer of protection against vulnerabilities by using a x.509based public key infrastructure to add authentication and encryption to Google's own trusted network. Our edge routers tunnel traffic to origin servers, preventing circumvention of request validation, filtering, and caching.

IPS runs for any services with userchosen passwords, including the dashboard, SFTP, Git, and Drush, detecting failed logins via multiple ingress points. At the server layer, IPS detects and prevents unauthorized host access. Our logging infrastructure records the identity of blocked accounts for later investigation. Security logs from the servers are centrally collected, processed and stored for a year.

**Denial of Service Protection.** Pantheon works with our fully integrated CDN provider, Fastly to provide WAF-style rules and DDoS Protection filtering for each site and environment.

**SAML and Two-Factor Authentication.** Pantheon supports SAML integration, enabling additional security features like two-factor authentication and single signon. Customers who enforce SAML authentication can also enforce settings like minimum password strengths or authentication audit logs.

**Role-Based Access to Site Resources.** Pantheon's Change Management feature allows site owners to manage organization-wide settings and selectively grant or deny developer access to deploy to production. Role-based access lets team members work on what they need to without introducing risk to other sites or infrastructure components.

**Anti-Malware.** Pantheon servers run on a Linux OS, which is far less susceptible to compromise by malware. We use only trusted vendor repositories for software, verify package signatures, perform cryptographic validation of platform code, and maintain auditable change management.



The platform runs user-published site software in containers with multiple layers of isolation. We run configurations that prevent direct execution, even within the containers, of files uploaded through the website.

Antivirus protection is bundled into the platform to ensure our system's integrity and to prevent malware from spreading through customer websites. Pantheon provides the ClamAV antivirus engine with up-to-date databases for use by our customers.

**Pantheon Employee Administrative Access.** Pantheon grants access according to least privilege. Employees can interact with servers via a secure API without actual server access when they do need it, SSH-key based authentication is used and activity is recorded in a central log.

**Releasing Patches and Updates.** Pantheon periodically deploys new container host instances with the latest supported kernel, OS and packages. Containers are migrated to the updated instances automatically and the older systems are retired. Core CMS application updates and security patches are tested internally before being deployed to our customer base through our one-click update workflow.

**Vulnerabilities and Incident Response.** Security issues identified by Pantheon are immediately communicated to affected parties. Details of any significant disruption are posted [status.getpantheon.com](https://status.getpantheon.com) and tweeted by [@pantheonstatus](https://twitter.com/pantheonstatus). We always conduct a post-incident review of security events to improve the effectiveness of our response to future incidents.

**Datacenter Security.** Pantheon's primary datacenter is managed by Google. Google data centers feature a layered security model, including safeguards like custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics. The data center floor features laser beam intrusion detection.

**Redundancy.** Many of Pantheon's core components are fully redundant and highly available with no single point of failure: the internal Pantheon API, the edge routing layer, DNS, and files directory storage. Where redundancy is not feasible, we maintain automated tools to facilitate recovery. Pantheon's internal services are designed to tolerate process and server-level failure. We maintain a minimal server footprint in multiple datacenters to facilitate restoration in the event of a datacenter-level failure. When possible, we use redundant providers for upstream services like DNS.

**Customer Content Durability.** Pantheon uses industry-standard practices for on-disk storage, including writing to multiple physical disks with hardware-level RAID. For further protection, customers can make automated backups on the platform. Backups have over 99.99% durability and availability, are stored in multiple datacenters, and are encrypted at rest.

**Backups.** Backups can be automated or triggered manually. Each backup, containing all site related customer data, is transferred to Google Cloud Storage as a compressed archive. Backups are encrypted during transfer and at rest with 256-bit Advanced Encryption Standard ciphers, storing private keys and encrypted backup data on separate servers. Users have the ability to test restoration via the dashboard for any site for any manual or scheduled backup. They also have the ability to restore from a backup to a new site, on Pantheon or elsewhere.



## Capability/Qualifications, Experience and Past Performance

### Demonstrated Success

- Over 700,000 websites hosted
- More than 10,000 developers trained
- Over 10,000,000 page views
- 100% successful launches
- The world's leading brands run on Pantheon



### [Customer Case Studies | Pantheon](#)

We've also included references as required, in our submission on PlanetBids.



## *2.14 Redacted Response to RFP*

Pantheon states that no part of our response needs redaction.



## Tab C - Cost/Price Proposal (Exhibit H)

As requested, Pantheon has submitted our Cost/Price Proposal directly to the PlanetBids portal in the Exhibit H format. As requested, our Cost Proposal is also included here in Tab C.

<b>EXHIBIT H: Cost Proposal</b>		One-Time	Year 1	Year 2	Year 3	Year 4 (Option Year 1)	Year 5 (Option Year 2)
<b>PROPOSER (ORGANIZATION) NAME HERE</b>							
<b>Section 1: Services (Hosting &amp; Support for SanDiego.gov &amp; InsideSanDiego.org sites)</b>							
<b>Annual Fee for Services</b>							
Hosting & Support Cost		\$0.00	\$10,170.00	\$10,575.00	\$10,785.00	\$10,785.00	\$10,785.00
	Elite 2M Site Plan	\$0.00	\$33,302.00	\$33,302.00	\$33,302.00	\$33,302.00	\$33,302.00
	Performance Large Site Plan	\$0.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00
	Managed Updates	\$0.00	\$10,070.00	\$10,070.00	\$10,070.00	\$10,070.00	\$10,070.00
	Advanced Global CDN with WAF/IO	\$0.00	\$17,670.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
<b>Total Costs</b>		<b>\$0.00</b>	<b>\$76,612.00</b>	<b>\$77,347.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>
<b>Section 2: Implementation, Transition, and Training Costs</b>							
<b>Implementation, Transition, and Training Costs</b>							
Implementation, Transition, and Training Cost		\$0.00	N/A	N/A	N/A	N/A	N/A
	Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Implementation, Transition, and Training Costs</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Section 3: Other Fees (please list)</b>							
	Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Other (please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Additional Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Section 4: Additional website (Citynet site) (Optional-will not be included in cost evaluation)						
Cost to host & support additional website	\$0.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00
<b>Sum for Summary Sheet (Sections 1 + 2 +3)</b>	<b>\$0.00</b>	<b>\$76,612.00</b>	<b>\$77,347.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>	<b>\$77,557.00</b>
<b>Total Contract Cost of Ownership (All Five Years)</b>						<b>\$386,630.00</b>

**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:**

100090261-25-S

RFP for City Website Hosting and Support Services

**B. BIDDER/PROPOSER INFORMATION:**

Pantheon Systems, Inc.		<b>Pantheon</b>	
Legal Name		DBA	
717 California St.	<b>San Francisco</b>	<b>CA</b>	<b>94108</b>
Street Address	City	State	Zip
Joshua Clegg, Renewals Manager	<b>(855) 927-9387</b>		
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 (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: 08/26/2010 State of incorporation: Delaware

List corporation's current officers: President: Sameer Kazi  
 Vice Pres: Kha Nguyen  
 Secretary: Christine Park  
 Treasurer: Jen Brickweg

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: 08/26/2010

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:

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**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: Banc of California

Point of Contact: Jocelyn Whitney AVP, Client Services Officer

Address: 11611 San Vicente Blvd, Suite 500 Los Angeles, CA 90049

Phone Number: \_\_\_\_\_

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: City of Raleigh, NC

Contact Name and Phone Number: Nicole Benes - Senior Web Developer

Contact Email: Nicole.Benes@raleighnc.gov

Address: 1615 S. Wilmington St., Raleigh, NC 27603

Contract Date: April 13, 2020

Contract Amount: \$ 30,000.00

Requirements of Contract: Cloud Hosting and Web operations

Company Name: City of Sandy Springs, GA

Contact Name and Phone Number: Jeremiah Green - Web Developer

Contact Email: jgreen@sandyspringsga.gov

Address: 1 Galambos Wy, Sandy Springs, GA 30328

Contract Date: December 28, 2022

Contract Amount: \$ 20,000.00

Requirements of Contract: Cloud hosting and web operations

Company Name: City of Oxnard, CA

Contact Name and Phone Number: Kenneth Newville - Website Experience Manager

Contact Email: kenneth.newville@oxnard.org

Address: 300 W 3rd St., Oxnard, CA 93030

Contract Date: December 14, 2022

Contract Amount: \$ 45,000.00

Requirements of Contract: Cloud hosting and web operations

**G. COMPLIANCE:**

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

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

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

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

**H. BUSINESS INTEGRITY:**

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

**I. BUSINESS REPRESENTATION:**

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

Yes No

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

Yes No

Certification # \_\_\_\_\_

- 3. Are you certified as any of the following:

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

**J. WAGE COMPLIANCE:**

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

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

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

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

Company Name: N/A

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

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

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

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

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

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

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

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

Company Name: \_\_\_\_\_

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.**

Joshua Clegg, Renewals Manager

DocuSigned by:  
*Josh Clegg*  
1F60DF350FD34CA...

2025-04-04 | 09:16:05 PDT

Name and Title

Signature

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

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

Joshua Clegg, Renewals Manager

Print Name, Title

DocuSigned by:

*Josh Clegg*

1FCGDF350FD34CA...

Signature

2025-04-04 | 09:16:05 PDT

Date

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

### **GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

#### **I. City's Equal Opportunity Contracting Commitment.**

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

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

#### **II. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. Disclosure of Discrimination Complaints.**

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

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

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

### **V. Small and Local Business Program Requirements.**

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

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

## **VI. Maintaining Participation Levels.**

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

## **VII. Certifications.**

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

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

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

## **VIII. List of Attachments.**

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

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Pantheon Systems, Inc

Certified By Joshua Clegg Title Renewals Manager


  
DocuSigned by: Name
  
1FCCDF350FD34CA...
  
 Signature

Date 2025-04-04 | 09:21:10 PDT



### EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

## BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Pantheon Systems, Inc

ADA/DBA: Pantheon Systems, Inc

Address (Corporate Headquarters, where applicable): 717 California Street Flr 2

City: San Francisco County: San Francisco County State: CA Zip: 94108

Telephone Number: 415-890-2166 Fax Number: \_\_\_\_\_

Name of Company CEO: Sameer Kazi

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

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: WebOps Type of License: Business License

The Company has appointed: peopleops@pantheon.io

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: 717 California Street Flr 2

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: peopleops@pantheon.io

- 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 Pantheon Systems, Inc.

(Firm Name)

San Francisco, CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of April, 20. 25

Josh Clegg

(Authorized Signature)

Joshua Clegg, Renewals Manager

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Pantheon Systems, Inc.

DATE: 04/03/2025

OFFICE(S) or BRANCH(ES): US Workforce

COUNTY: N/A

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

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

*Race/Ethnicity is not a requirement for Pantheon employees to disclose So, there were 24 employees who did not disclose race/ethnicity. For this form, those 24 employees grouped into category 7 with those who fell under "Other Race/Ethnicity."*

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	0	1	1	1	0	0	0	0	16	16	7	2
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	1	0	2	0	7	8	0	0	0	0	33	6	7	3
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	1	0	2	1	4	1	0	0	0	0	10	7	3	6
Administrative Support	2	2	1	1	3	8	0	0	0	0	23	11	3	3
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	5	2	5	3	15	18	0	0	0	0	82	40	20	14
--------------------	---	---	---	---	----	----	---	---	---	---	----	----	----	----

**Grand Total All Employees** 204

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

Disabled	0	0	0	0	0	1	0	0	0	0	1	0	1	2
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

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

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

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

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

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

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

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

<b>Grand Total All Employees</b>	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div>													
----------------------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

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 Report<sup>1</sup>. 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 county<sup>2</sup>. 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<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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**

## Certificate Of Completion

Envelope Id: 68611E5E-5161-4B22-9C99-83F63E22A8AE	Status: Completed
Subject: Complete with Docusign: _EOCP Form for RFPs_with PeopleOps input needs Clegg signature.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 2
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Josh Clegg
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	717 California St.
	FL 3
	San Francisco, 94108
	josh.clegg@pantheon.io
	IP Address: 104.28.152.240

## Record Tracking

Status: Original	Holder: Josh Clegg	Location: DocuSign
4/4/2025 9:19:34 AM	josh.clegg@pantheon.io	

## Signer Events

Josh Clegg  
josh.clegg@pantheon.io  
Manager, Renewals  
Pantheon  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
1FCCDF350FD34CA...  
Signature Adoption: Pre-selected Style  
Using IP Address: 104.28.152.240

## Timestamp

Sent: 4/4/2025 9:20:51 AM  
Viewed: 4/4/2025 9:20:56 AM  
Signed: 4/4/2025 9:21:10 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	4/4/2025 9:20:51 AM
Certified Delivered	Security Checked	4/4/2025 9:20:56 AM
Signing Complete	Security Checked	4/4/2025 9:21:10 AM
Completed	Security Checked	4/4/2025 9:21:10 AM

## Payment Events

## Status

## Timestamps