

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090400-26-B,
ELECTRONIC FILING SYSTEM**

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) # 10090400-26-B, ELECTRONIC FILING SYSTEM (Contractor).

RECITALS

On or about 07/25/2025 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 services.

City wishes to retain Contractor to provide electronic filing services as further described in the Scope of Work, attached hereto as Exhibit B (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

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

Cristina Hernandez
Deputy Director, Elections
202 C Street, San Diego, CA 92101
619-533-4024
hernandezch@sandiego.gov; cityclerk@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year periods. Unless otherwise terminated, this Contract shall be effective until completion of the Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$850,000. *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)* CO
CO

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

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

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

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

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

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

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

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

CONTRACTOR

Pasadena Consulting Group LLC

Proposer

1879 E Woodlyn Rd

Street Address

Pasadena, 91104

City

626-240-5169

Telephone No.

info@pasaconsult.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:

Diana Fuentes

Diana Fuentes (Sep 18, 2026 14:47:30 PDT)

Print Name: Diana Fuentes

City Clerk

Title

09/18/2026

Date Signed

BY:

C. Ott

Christian Ott (Apr 21, 2026 17:54:41 PDT)

Signature of

Proposer's Authorized
Representative

Christian Ott

Print Name

Managing Member

Title

04/21/2026

Date

Approved as to form this 5th day of
October, 2026.

HEATHER FERBERT, City Attorney

BY:

Wilda Mendoza (Oct 5, 2026 08:50:37 PDT)

Deputy City Attorney

Document No: O-22139



EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal. No End User License Agreements or Terms of Services will be agreed to by the City.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

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 Response to Attachment 2 – Interrogatories

2.15 Response to Attachment 3 – Functional Requirements

2.16 Response to Attachment 4 – IT City Standards and Technical Alignment Questionnaire

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

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference

before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

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

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

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

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

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

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

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

apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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 Oral Presentation. The City will require proposers to make an oral presentation if one or more proposals score within 10 points or less of the proposal with the highest score. Only the two highest scoring proposers will be asked to make an oral presentation. Oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to be present for the presentation. Presentations may be by Microsoft Teams and/or in person. Proposers

are required to complete their oral presentation within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response	
2. Applicant clearly defines services it can provide to meet the Scope of Work	
2. Exceptions to RFP	
B. Proposer's Capability to Provide the Services and Qualifications.	40
1. Be an existing approved and certified electronic filing system operator by the California Secretary of State	
2. Ability to perform work described in the Scope of Work	
3. Demonstrates understanding of the scope and objective of the Services to be performed	
4. Contractor's ability to meet functional requirements described in attachment 3	
5. Contractor's ability to meet technical requirements described in attachment 4	
C. Past Performance and Reference Checks.	20
1. Past/Prior Performance	
2. Reference checks	
D. Price.	15
E. Demonstration/Presentation.	10
1. Software	
2. Support Model	
3. Real Time Operation	
4. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

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

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

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

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

4. Reserved.

5. Reserved.

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

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

1. The City of San Diego (City), by the Office of the City Clerk (Office), is seeking a contractor to manage, administer and improve upon the City's current electronic filing portal for City employees, candidates, lobbyists, and other designated filers (City's Current System).

B. BACKGROUND

1. The Office plays a key role in connecting City residents with their city government through transparency and accessible services. Led by the City Clerk, the Office manages a variety of responsibilities, including facilitating communication between the public and elected officials, overseeing elections, managing filings, and passport processing services. The Office also maintains records, manages public access to legislative actions, and ensures the preservation of the City's historical and legal records. The Office's vision is to create greater transparency and equitable access for all San Diegans, helping to foster an informed and engaged community.
2. The Elections and Filing Section of the Office coordinates municipal elections, assists with candidate filings, and manages the submission of initiatives, referendums, and recall efforts. It also oversees the filing of campaign disclosures and financial statements, ensuring transparency with all public records accessible online as required by state and local laws.
3. The California Political Reform Act (Political Reform Act) requires most state and local government officials and employees to publicly disclose their economic interests. The Fair Political Practices Commission (FPPC) is responsible for the administration of the Political Reform Act. The Statement of Economic Interests (SEI), otherwise known as the FPPC's Form 700 (Form 700), is a public document which public officials and certain government employees, including consultants and board and commission members, use to disclose legally required financial and real property interests.
4. In addition to the SEI due on the first day of April annually, under the San Diego Municipal Code (SDMC), elected officials must file a semi-annual gift report using Ethics Commission Form EC 700. The San Diego Municipal Election Campaign Control Ordinance, SDMC sections 27.2901 – 27.2991, requires a third pre-election form to be filed in addition to the state-mandated FPPC filing requirements for campaign committees.
5. Aside from City officials, lobbyists also have mandatory forms they must file. SDMC section 27.4007 requires lobbyists to register with the Office. SDMC section 27.4015 requires lobbyists to file a disclosure report with the Office.

6. RFP 10089693-21-S, “Electronic Filing System for California Fair Political Practices Commission (FPPC) Forms” resulted in a contract (Current Contract) for the creation, administration, and management of the City’s Current System (Current System). The Current Contract expires January 7, 2026. Upon expiration of the existing contract, final source code and all data will be transferred to the City.

C. CURRENT SYSTEM ABILITIES

In addition to Attachment 3 – “Functional Requirements,” the Current System has the following minimum abilities which must be met by the Contractor:

7. Allows for electronic filing of all financial disclosure forms mandated by FPPC regulations and the SDMC.
8. Allows for electronic filing of all economic interests using disclosure forms mandated by FPPC regulations and the SDMC.
9. Instantaneously provides public access to view redacted copies of the filings via an electronic portal.
 - a. Redactions are based on the FPPC and other applicable regulations.
 - b. Redactions are automated by the software.
 - c. Contractor monitors regulations related to redactions to ensure compliance and makes changes to the software as necessary.
 - d. Redactions can be made on documents that have been previously submitted if new regulations take place.
10. Storage of approximately 50 GB hosted by the contractor with the following information stored:
 - a. 2674 active filers
 - b. 377 lobbyist firms
 - c. 254 lobbyist organizations
11. Allows for various access levels for City and partner agency staff.
12. Generates filing deadlines, sends deadline notifications and amendment letters through individual and mass e-mail on a scheduled time frame established by the Office.
13. Tracks California Assembly Bill (AB) 1234 trainings, provides training notifications, and allows filers to submit training certificates.
14. Provides a dashboard for reports to be easily pulled by staff and exported in .XLS or .CSV format.
15. Allows for lobbyist registration, processes and tracks electronic payment for lobbyist fees, and works with the City’s Commerce Payment Portal.

16. Provides the following forms, including previous versions of the forms in case of late or overdue filings:
 - a. Form 700
 - b. Form EC-700
 - c. Campaign Forms: 400, 401, 402, 410, 425, 460, 461, 465, 470, 495, 496, 497, 497 LCR, 497 LCM, 498, 501, EC-703
 - d. Lobbyist Forms: 601, 602, 603, 604, 605
 - e. Agency Reports: 801, 802, 803, 806
17. Allows for notes and attachments to be added to a filer's portal for record keeping purposes.
18. Allows for the creation of any forms or other filings required by the City.

D. INFRASTRUCTURE REQUIREMENTS

At a minimum, the Services of the Contractor must include the following:

1. Ensure that where any of the Services are 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 throughout the term of the Contract.
2. 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 Exhibit B.
3. Provide City the name(s) and location(s) of any third party sub-contracted to host, or who may host, City data under any resulting Contract.
4. 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.
5. Ensure that any cloud-hosted element of the Services will be located in a low network-latency location.
6. Be responsible for providing adequate network infrastructure to meet the performance metrics specified in this Contract. City is responsible for providing adequate internal network infrastructure to not affect the Contractor's ability to meet those performance metrics. City is responsible for the support, maintenance, and monitoring of the City's dedicated LAN and or WAN. Contractor bears no responsibility for performance and availability problems on networks within City's control.
7. Maintain and comply with a written Disaster Recovery plan (DR Plan), which includes: (a) 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 (collectively, "Disaster"); and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

E. MINIMUM SERVICE LEVEL

At a minimum, the Contractor must:

1. Provide a designated support contact(s) from 8am – 5pm PDT for Monday to Friday;
2. Provide an adequately staffed telephone support and E-mail support;
3. Provide incident management support for all application Services. City will direct issues encountered with the Services to an Incident Management or Customer Support contact as identified by Contractor. Incidents will be assigned a priority level by the City based on the following criteria, and Contractor shall use all commercially reasonable efforts to meet or exceed the following Service Level Requirements:
 - 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: within 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: within 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: within 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: within 72 hours.
4. Monitor and document its performance against the agreed Service Level Requirements, 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 providing to the City a Service Credit as set forth in paragraph 6, below;

5. Warrant that the Services will be available to be accessed by the City (Uptime Availability) at least 99.9% of each calendar month during the term of this Contract (Service Level);
6. Ensure that where Contractor fails to meet the Service Level, then City is entitled to claim the following prorated Service Credits against the annual Subscription or Support Fee, to be credited at the City's election in the City's sole discretion:

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

$UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes, and D = Downtime Minutes. When calculating any Uptime Availability, any failure to meet the Service Level when 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 Disaster 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.
 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, if Contractor fails to meet its 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, City will consider Contractor as failing to satisfactorily perform its Service Levels and may exercise its rights to terminate the Contract for default.

F. DEVELOPMENTAL WORK

1. As legislation changes and areas of improvement are identified, the City may have need for Contractor to alter and or expand the capabilities of the current Electronic Filing System.
2. Prior to Developmental Work taking place, Contractor must provide City an estimate for the work. Price shall be based on the number of hours it will take for Contractor to complete, test, and deploy the work. The hourly rate shall be no greater than that given in Item 5 of Section D (Optional Services) of Attachment 1 – Price Schedule.
3. No Developmental Work will be conducted without written authorization from the City and a Purchase Order being issued.

G. TRAINING

4. Throughout the Contract term the City may have a need for Contractor to train filers and administrators on the Electronic Filing System's use.
5. Prior to training taking place, Contractor must provide City an estimate. Price shall be based on the number of sessions requested and shall be no greater than that given in Item 6 of Section D (Optional Services) of Attachment 1 – Price Schedule.
6. No Training will be conducted without written authorization from the City and a Purchase Order being issued.

H. ADDITIONAL INSURANCE

7. In addition to the insurance requirements as defined in Exhibit C, the City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts, Article VII, Contractor shall provide the following insurance coverages:
 - a. **Professional Liability.** Contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs.
 - b. **Cyber Liability Insurance.** Contractor shall obtain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

I. TECHNICAL REPRESENTATIVE

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

J. PRICE SCHEDULE

1. Bidders are required to submit their bid prices on the City's Price Schedule, attached to this RFP as Attachment 1 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

Attachment 1 - Price Schedule

Pasadena Consulting Group LLC dba Electronic Filing Systems

Section A - Annual Services												
Item No.	Services	Schedule	Year One		Year Two		Year Three		Year Four		Year Five	
1	Annual Maintenance for Electronic Filing System	Annual	\$	46,000.00	\$	47,380.00	\$	48,801.40	\$	50,265.44	\$	51,773.41
2	Hosting archived filing forms, and supporting documents	Annual	\$	16,000.00	\$	16,480.00	\$	16,974.40	\$	17,483.63	\$	18,008.14
Subtotal:			\$	62,000.00	\$	63,860.00	\$	65,775.80	\$	67,749.07	\$	69,781.55
Total										\$	329,166.42	

Section B - One-time Services			
Item No.	Services	Schedule	Price
3	Data Migration	One-time	N/A
4	Implementation and Onboarding Training	One-time	\$ 12,000.00
Total			\$ 12,000.00

Section C - Contract Cost	
Contract Cost Total of Sections A and B	
\$ 341,166.42	

Section D - Optional Services			
Item No.	Services	Schedule	Price
5	Hourly development fee	As needed	\$ 125.00
6	1-hour training sessions: - portal admins - form 700 filers	As needed	free
7	Additional modules your solution offer such as a built-in redaction tool	As needed	free

Attachment 2: Interrogatories		Proposer Completes (note: Proposers should not alter the format of this response sheet)
ID	City Question	Proposer Response
1	Experience	PROPOSER (ORGANIZATION) NAME HERE
For both Cloud-Hosted and On-Premise Solutions, please answer the following questions:		
1.01	Provide an overview of the maturity of the Solution, inclusive of: a. Number of active customers for the Solution b. Description of age and maturity of the Solution c. Any relevant future enhancements or innovations for Solution e. Number of successful implementations completed within the last three years (by your organization or your proposed sub-contractor).	a. 7 agencies (6 cities, 1 county) b. eFile development started in 2021. The solution has been in production for ~4.5 years and is mature, but is continuously being improved. c. Two-Way Messaging, AI-supported conversational search, Learning Management, Levine act module d. missing from the City's question e. 6 agencies
1.02	Reference 1 Provide a reference for your solution (from the last three years), inclusive of: a. Date of contract inception b. Company name c. Contact name and role d. Contact details (email, phone) e. Location f. Estimtated number of admin users and Form 700 filers g. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego). If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.	a. October 2024 b. County of San Diego, Office of the Clerk of the Board of Supervisors c. Gliceria Magpayo, Program Manager d. Gliceria.Magpayo@sdcounty.ca.gov, 619-531-5616 e. San Diego, CA f. 200 admins, 3000 filers g. Deployed in the same way as eFile-SD, as described in our proposal.
1.03	Reference 2 . Provide a reference for your solution (from the last three years), inclusive of: a. Date of contract inception b. Company name c. Contact name and role d. Contact details (email, phone) e. Location f. Estimtated number of admin users and Form 700 filers g. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego). If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.	a. August 2023 b. City of Palo Alto c. Mahealani Ah Yun, City Clerk d. Mahealani.AhYun@paloalto.gov, 650-329-2379 e. Palo Alto, CA f. 4 admins, 380 filers g. Deployed in the same way as eFile-SD, as described in our proposal.
1.04	Reference 3 Provide a reference for your solution (from the last three years), inclusive of: a. Date of contract inception b. Company name c. Contact name and role d. Contact details (email, phone) e. Location f. Estimtated number of admin users and Form 700 filers g. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego). If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.	a. June 2025 b. City of Burbank c. Linda Thai, Assistant City Clerk d. lthai@burbankca.gov, 818-238-5851 e. Burbank, CA f. 4 admins, 540 filers g. Deployed in the same way as eFile-SD, as described in our proposal.



Attachment 2: Interrogatories		Proposer Completes (note: Proposers should not alter the format of this response sheet)	The City of SAN DIEGO
ID	City Question	Proposer Response	
2	Implementation, Planning & Training		
	For both Cloud-Hosted and On-Premise Solutions, please answer the following questions:		
2.01	Provide a project plan for a milestone-based fixed-price delivery of the implementation services to one thousand users, across four City departments. Include the following: 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 Proposers should assume a minimum baseline of one hundred and twenty (120) onsite implementation hours will be required for their implementation plans.	<i>Provided as a separate file. "Implementation-Planning-Training.pdf"</i>	
3	City Tech Alignment		
	For both Cloud-Hosted and On-Premise Solutions, please answer the following questions:		
3.01	Will the Proposer or application need access to the City's internal systems to do development or for operational use of the new system?	No	
3.02	Will the Solution require any connections to systems outside of the City's firewall?	Yes. eFile has filers that are not City users and the public needs to access eFile.	
3.03	If the solution is on premise, how many IP addresses and network connections will be needed?	N/A	
3.04	Does access to the application need to be restricted inside the City network to certain IP addresses or subnets?	No	
3.05	If the solution is on premise: How many servers are required?	N/A	
3.06	If the solution is on premise: Can the servers be virtualized?	N/A	
3.07	If the solution is On-Premise, what administrative level of rights are required on the desktop to install the application? To use the application?	N/A	
3.08	Please describe how will the system be kept current with patches and upgrades?	The system is regularly updated with zero-downtime releases, typically twice per week.	
3.09	What is the architecture of the application? (e.g. Web, 2-tier, etc.)	Web	
3.10	Does the system integrate to any standard desktop applications, and if so, what versions?	PDF and Excel/CSV export.	
3.11	What software (if any) is required on a City desktop?	A modern web browser: Edge, Chrome, Safari etc.	
3.12	Are there any desktop components required to be installed?	No	
3.13	If the solution is to be linked or jumped off from the City's website, then what is the domain name/URL going to be and whose responsibility is it to get it?	https://efile.sandiego.gov	
3.14	Is the hosting component expected to be sub-contracted to an provider? If so, who?	AWS -- but managed by PCG	
3.15	Where are the hosting sites located?	Oregon and Northern Virginia	
3.16	Where are backup sites located?	Oregon and Northern Virginia	
3.17	Would City data be made available for use or access by a third party? Please describe to what extent.	Much of the City data are public data and are made available to the public. Private data will be made available only under order of a Court or a State government body.	

Attachment 3: Functional Requirements				Proposer Completes (note: Proposers should not alter the format of this response sheet, please hover over "Solution Compliance" cell for directions. Each cell must be answered.)	
ID	City Requirement		Mandatory (M) or Highly Desirable (HD)	Solution Compliance	Proposer Comments
0	Unconditional Requirements				
The following Unconditional Requirements must be met per 'Fully Compliant' in order for the electronic filing solution to be considered by the City:					
0.01	Platform: Proposed solution must be capable, at a minimum, of being deployed on Android, iOS and Windows operating systems for all desktops and mobile devices.		M	Fully Compliant	eFile is a modern, responsive web application that works via a web browser on desktop, laptop, tables, and smart phone devices. Please see sections 2 and 4 of our proposal.
0.02	Usability: Proposed solution must deliver the capability of being intuitive to use, promote the adoption of the solution by users, provide a high level of functionality and adaptability.		M	Fully Compliant	eFile uses modern UI/UX approaches for a user-friendly and pleasant filer experience. Please see Sections 2 and Section 4.5 of our proposal.
0.03	User Experience: Proposed solution must deliver an experience to the filer and public users that is uncomplicated, with simplified navigation, with understandable user inputs.		M	Fully Compliant	eFile uses modern UI/UX approaches for a user-friendly and pleasant filer experience. Please see Sections 2 and Section 4.5 of our proposal.
0.04	User Support Guides: Proposed solution must be capable of providing (or linking to) a help guide to the end user relevant to the task that is being performed such as the instruction sheet of a filing.		HD	Fully Compliant	eFile has a built-in comprehensive help system and in-context help via prominent "Help" buttons to provide filers with context-specific help. Please also see Sections 2.2 and 5.8 of our proposal.
0.05	File Hosting: Ability to host statements of economic interests (Form 700), lobbying forms, agency forms, AB1234 certificates, and campaign forms (redacted and original)		M	Fully Compliant	eFile supports all required filings. Please see Section 2 of our proposal for details.
1	Reporting, Auditing and Compliance				
For both Cloud-Hosted and On-Premise Solutions, the following Audit and Compliance requirements shall apply:					
1.01	Federal, State and Municipal Requirements. Proposed solution must provide technology that meets the minimum security and authentication requirements under CA State, City Charter, San Diego Municipal Code, and federal laws (i.e. but not limited to UETA (1999), E-SIGN (2000), CA Government Code Section 16.5, etc.). System must be on approved list by the Fair Poltiical Practices Commission.		M	Fully Compliant	eFile has been certified by the FPFC at seven agencies. eFile and PCG are audited and certified under SOC 2 Type II. eFile satisfies all requirements mentioned.
1.02	ADA Compliance for Technology Solutions. Proposed solution must be compliant with ADA Technology Solutions by following the U.S. Federal standards set forth in the “Electronic and Information Technology Accessibility Standards” found at: http://www.accessboard.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards and with the international standards set by the World Wide Web Consortium (W3C), found at: http://www.w3.org/WAI/guid-tech.html		M	Fully Compliant	Please see the attached VPAT and Section 4.5 of our proposal.
It is highly desirable that Proposer provide a Voluntary Product Accessibility Template (VPAT) with their response, to assist the City in making preliminary assessments regarding Section 508 accessibility of their products and services. The VPAT template is provided by the Information Technology Industry Council at http://www.itic.org/public-policy/accessibility .					
1.03	Compatibility: Proposed solution must be compatible with City IT requirements, including use of OKTA, as well as the City commerce payment portal and redirect appropriately to the portal.		M	Fully Compliant	eFile fully supports OKTA SAML 2 SSO and is compliant with City IT requirements. Please also see Section 4 of our proposal.
1.04	File Formats: Ability to support formats such as .cal, .doc, .docx, .html .png, .jpg, or .pdf.		M	Fully Compliant	eFile supports the mentioned formats. Please see Section 4 of this proposal.
1.05	Performance. Proposed solution performance must not be degraded during synchronizing actions as to remain maintain the public view of filings.		M	Fully Compliant	eFile's deployments are zero-downtime. Please see Section 4.1.3 of our proposal.
1.06	User Administration: Allow for various levels of administrative users with specific restrictions related to the actions that each user type can make.		M	Fully Compliant	eFile supports fine-grained role-based access control. Please see Sections 2.2.2 and 4.4 of our proposal.
1.07	Data Retention. Proposed solution must have the ability to archive data securely while maintaining compliance with data retention policies and regulations.		M	Fully Compliant	eFile supports secure archiving of data and will be fully compliant under California's Trusted System rules. See Sections 3.2 and 4 of this proposal.
1.08	File Retention: Proposed solution must follow Federal, State, and Local requirements for retention and disposition (deletion) of electronic files.		M	Fully Compliant	eFile supports secure archiving of data and will be fully compliant under California's Trusted System rules. See Sections 3.2 and 4 of this proposal.
1.09	Disposition of Records. Proposed solution must support proper file retention and requirements of a trustworthy electronic document system for file electronic file compression and storage of official electronic documents and records. <i>California Code of Regulations Title 2 Division 7 Chapter 15.</i>		M	Fully Compliant	eFile supports secure archiving of data and will be fully compliant under California's Trusted System rules. See Sections 3.2 and 4 of this proposal, including disposition of records.
1.10	System Administration. Proposed solution must have the ability to provide Office of the City Clerk staff the ability to remove admin user access and provide a report of users with information such as type of access and role, and status.		M	Fully Compliant	eFile supports admin user management and role-based access control. See Sections 2.2.2 and 4.4 of this proposal.
1.11	Audit Trail Datafields: Proposed solution logs should include at a minimum: old data, new data, date and time of change, and user who made the change		M	Fully Compliant	eFile has a comprehensive audit log supporting the required functionality. See Section 2.2.2 of this proposal.
1.12	Historical View Option: Show available filing history including transactions for a particular filer, lobbyist, or committee as an optional and expandable view		M	Fully Compliant	PCG will implemented the required functionality as part of this project. See Section 3 of this proposal.
1.13	Quarterly Lobbyist Report. Proposed solution must have a built-in report for lobbyists that details the quarterly filing requirement to identify non-filers, activity expenses, Municipal decisions lobbied by organization lobbyists, municipal decision lobbied by lobbying firms, new registrations, terminations, expenditure lobbyist reports filed, and lobbyist reporting no activity during that quarter.		M	Fully Compliant	eFile has this functionality. See Section 2.4 of this proposal.
1.14	Filing Compliance Reports. Proposed solution must have reports related to late filers, outstanding filers, and non-filers as well an agency compliance report to identify when the filing was due by, when the filing was entered, and when, and if, the filing was received.		M	Fully Compliant	eFile presently has this functionality for Form 700 and to some extent for Lobbyist filers. PCG will upgrade eFile to fully comply with the requirement. See Section 3 of our proposal.
1.15	Payment Verification Report. Proposed solution provides automated reporting of failed payments.		HD	Fully Compliant	eFile reports payment status in its lobbyist payments. Adjustments can be made and alerting can be configured for failed payments. See also Section 3.4 of this proposal.
1.16	Quarterly Lobbyist Report Notification. Proposed solution allows a templated notification to be sent to subscribers and attach the quarterly lobbyist report in PDF or .CSV or .XSL file.		HD	Fully Compliant	PCG will implement this required functionality as part of the proposal project. See Section 3.5 of this proposal.
1.17	AB1234 Ethics Certificate Compliance Report: Proposed solution must track learning certificates of individual filers and report last training day and upcoming or overdue training.		M	Fully Compliant	eFile's compliance tracking module supports the required funcntionality. See Section 2.5 of this proposal.

1.18	Active filer list. Proposed solution must have an active filer list that has the filer name, position, and title.	M	Fully Compliant	eFile's Form 700, Lobbyist, and Campaign modules have active filer reporst. Please see Section 2 of this proposal.
1.19	Link Checking: Proposed solution provides automated and recurring review of internal links to ensure viability (e.g., broken links).	HD	Fully Compliant	PCG will implement the required functionality as part of this project. See Section 3.6.3 of this proposal.
2 Filer Experience				
For both Cloud-Hosted and On-Premise Solutions, the following Functionality requirements shall apply, except where noted:				
2.01	User Interface: Proposed solution must provide a simplified interface to perform document filing and viewing functions.	M	Fully Compliant	eFile uses modern UI/UX approaches for a user-friendly and pleasant filer experience. Please see Sections 2 and Section 4.5 of our proposal.
2.02	Transaction Data. Proposed solution must allow filer to be able to enter a transaction (contribution, expenditure, loan, etc.) at any given time, and the transaction be disclosed for any filings during that reporting period in which the transaction was completed.	M	Fully Compliant	eFile fully supports this requirement in its SEI/Form 700, Campaign Finance, and Lobbyist modules. Please see Section 2 of this proposal.
2.03	Electronic Filing Forms. Proposed solution must allow authorized and authenticated users to electronically submit original initial and amended version of the following FPPC Forms: Form 700, EC-601, EC-602, EC-603, EC-604, EC-605, 460, 461, 470 short, 470 supplement, 496, and 497.	M	Fully Compliant	eFile fully supports these requirements. See Section 2 of this proposal.
2.04	Filing Uploads. Proposed solution must allow filers to upload forms in which the local filing officers only needs a copy; such as the amended FPPC Form 410	HD	Fully Compliant	PCG will implement the requested functionality as part of this proposal. See section 3.4 of this proposal.
2.05	Linking Formatting: Proposed solution must have hyperlinks highlighted or empahsized for users to identify them.	M	Fully Compliant	eFile highlights hyperlinks for user to identify them. Please see the attached VPAT and Section 4.5 of this proposal.
2.06	Redacted Form: Proposed solution allows the filer to view the redacted version of their filing in their filer portal.	HD	Fully Compliant	eFile possesses this functionality. Please see Section 2.2.2 of this proposal.
2.07	Versioning Display: Proposed solution can show previous versions of filings with a comparison to the most recent amendment.	HD	Fully Compliant	PCG will implement the requested functionality as part of this proposal. See Section 3 of this proposal.
2.08	Password reset. Proposed solution must allow an authorized user to reset password.	M	Fully Compliant	eFile supports this functionality in its present form.
2.09	Customizable Data Fields: Proposed solution will allow for customizable data fields.	HD	Fully Compliant	PCG will implement the requested functionality as part of this proposal. Please see Section 3.6 of this proposal.
3 Administrator Experience				
3.01	Filing Uploads. Proposed solution must allow admin users to upload forms that were submitted via paper or digitally signed and submitted via email such as the FPPC Form 410, Form 700, 470, and 497.	M	Fully Compliant	eFile supports this functionality. Please see Section 2 of this proposal.
3.02	Dashboard. Proposed solution has a dashboard for the tracking of filings such as annual filing progress and semi-annual campaign committee statement progress.	HD	Fully Compliant	eFile supports this functionality already for Form 700 and Lobbyist Filings. PCG will add this functionality for Campaign filings. Please see Section 3.4 of this proposal.
3.03		HD	Fully Compliant	PCG will implement flexible task management as part of this proposed project. Please see Section 3.6 of this proposal.
3.04	Task. Proposed solution has the ability to assign tasks to specific admin users, such as entering a task on a filer account to process a leaving office.	M	Fully Compliant	eFile possesses this functionality. Please see section 2.2.2 of this proposal.
	Annual Filing Review Form 700. Proposed solution has a simple to navigate process to manage the 20% and 100% review of annual Form 700s submitted. This includes having a workflow in place to assign the random 20% review and separation of the filings that require the 100% review.			
3.05	Campaign Committee Review. Proposed solution allows administrative users to mark which filings have been reviewed and/or audited for amendments and violations.	HD	Fully Compliant	PCG will implement flexible task management as part of this proposed project. Please see Section 3.4 of this proposal.
3.06	Lobbyist Filings. Proposed solution allows administrative users to mark which filings have been reviewed and/or audited for amendments and violations.	HD	Fully Compliant	PCG will implement this functionality. Please see Section 3.5 of this proposal.
3.07	Enforcement Referrals. Proposed solution allows administrative users to mark the filer as referred to enforcement.	HD	Fully Compliant	eFile has this functionality for Form 700 filings/filers. PCG will add this functionality for lobbyist and campaign filers/entities. Please see Sections 3.4 and 3.5 of this proposal.
3.08	Filer Changes. Proposed solution must be user friendly and easy to enter and change filer information.		Fully Compliant	eFile has this functionality. Please see Section 2 of this proposal.
3.10	Notifications. Proposed solution must have configurable templates for all required filings, including specific dates each notice will be sent based on the filing deadline. For example, for the annual filing a templated notice can be configured to be sent at 90, 60, 45, 30, 20, 15, 7, 6, 3, 2, 1, and -1, -7, -15, -30 in relation to the due date.	M	Fully Compliant	eFile has this functionality. Please see Section 2 of this proposal and the various generic filing notification schedules on the admin side of https://efile.sandiego.gov .
3.11	Notification General Configuration . Proposed solution must have quick fields available such as filer name, disclosure categories, and due date so that only one template can be created for each filing requirement and sent to multiple users with their filing information.	M	Fully Compliant	eFile has this functionality as part of its templating subsystem. Please see Section 2 of this proposal.

3.12	Notification Customization: Proposed solution provides updates per user preferences such as when a specific form is filed, a particular filer files a form, confirmation emails, and receipt emails. <i>Examples</i> include amendments, potential amendments, Council or Committee updates, effective dates, sunset dates, saved search profiles, etc.	HD	Fully Compliant	PCG will implement advanced admin notification configuration options per City requirements as a deliverable of this proposed project. See Section 3.6 of this proposal.
4	Search Capabilities			
4.01	Timeliness: Proposed solution must allow for forms that are filed to be immediately redacted per FPPC regulations, applicable state and local laws and made available to admin and the public.	M	Fully Compliant	eFile supports this functionality. Please see Section 2 of this proposal.
4.02	Search Commands: Proposed solution provides the ability to specify the nature of your search terms, by election date, by organization, by committee, by filer, by transaction, by type of filing (form number) and other customizable commands. <i>Example</i> "ALL of these words or phrases" or "at least ONE of these words or phrases"	M	Fully Compliant	eFile already partially supports the required functionality. PCG will upgrade eFile's search subsystem to fully satisfy this requirement. Please see Section 3 of this proposal
4.03	Word Stems: Proposed solution provides support for searches with stemming or close matches <i>Example</i> Searches for the word "District 1" would also surface results for "D1"	HD	Fully Compliant	eFile already partially supports the required functionality. PCG will upgrade eFile's search subsystem to fully satisfy this requirement. Please see Section 3 of this proposal
4.04	Transactional Data: Proposed solution allows transactional data from specific committees or filers to be available in the public search repository and exportable in a .csv or .xml format.	HD	Fully Compliant	eFile already partially supports the required functionality. PCG will upgrade eFile's search subsystem to fully satisfy this requirement. Please see Section 3 of this proposal
4.05	Filing Subscriptions. Proposed solution allows public members to subscribe for filing notifications for campaign committees, independent expenditures, and lobbyists	M	Fully Compliant	eFile supports this functionality. Please see Section 2 of this proposal.
4.06	Public Search Tool. Proposed solution must have a public search engine that includes the redacted or external view filing.	M	Fully Compliant	eFile supports this functionality. Please see Section 2 of this proposal.
4.07	87200 Filers. Proposed solution has a disclaimer referring the searched to the Fair Political Practices Commission to seek an unredacted copy of the Form 700.	HD	Fully Compliant	PCG will implement this functionality as part of the proposed project. Please see Section 3.1 of this proposal.

END OF QUESTIONNAIRE

INSTRUCTIONS

- 1 **STEP 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. Describe, in detail, how solution does (or does not) comply.
- 3 If not fully compliant, 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 **STEP 2:** Go to the "Technical Alignment" tab and answer each question.
- 6 **STEP 3:** If Artificial Intelligence (AI) (e.g. Machine Learning, Deep Learning, Generative) is utilized, go to the "AI Factsheet" tab and answer each question.
- 7 **STEP 4:** If Artificial Intelligence (AI) (e.g. Machine Learning, Deep Learning, Generative) is utilized, to the "AI Impact Assessment" 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") * ***
*** Systems and solutions utilizing AI will require approval by the City's Department of Information Technology ("DoIT") ***

Revised March 2025

City of San Diego - Step 1 - IT City Standards - Addendum A

IT City Standards for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)			
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 (AS)		
The following Application Security requirements shall apply:			
AS-1	System User Authentication. Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and/or OpenID Connect (OIDC).	Fully Compliant	eFile is already integrated with the City's Okta IDP
AS-2	Role-Based Access (RBAC). 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	Admins may be super admins (full access), regular admins (access rights as desired by City), or department admins/liaisons (access limited to filers/filing pertaining to the admin's assigned department(s) with rights as desired by City). Additional roles may be configured as desired by the City through the Admin user manager. Filers are always limited to their own accounts and to the entities they are assigned to.
AS-3	Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant	eFile uses TLS v1.2+ throughout. Passwords are never stored. Only their hashes are stored. Storage is encrypted at rest.
AS-4	Encryption. 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.	Fully Compliant	eFile uses TLS for encryption in transfer and AWS-KMS provided encryption for encryption at rest.
AS-5	Auditing and Logging. 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	eFile can stream these events if the City desires so.
AS-6	Data Integrity. The Solution must ensure the integrity of all the data collected, stored, and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	Fully Compliant	eFile follows the ACID principle, which ensures data integrity. A transaction is either successful and recorded or is not recorded and must be re-tried.
AS-7	Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g., incorrect password or unknown System User account). Other security related errors (e.g., "file not found" or "permission denied") must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.	Fully Compliant	eFile provides detailed on common and known failures (e.g., login errors). eFile writes error logs and sends error events to it's Sentry integration.
AS-8	Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third parties to ensure no leakage of City data occurs. 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	eFile-SD is single tenant.

AS-9	Patching. Application/Systems must be patched, at a minimum, on a monthly basis.	Fully Compliant	eFile-SD is patched with every release, which happens roughly twice a week.
AS-10	Vulnerability Management. Prior to product deployment into a production environment and/or external exposure, all Application, Service and Systems must be scanned, with an established industry-recognized tool and 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.	Fully Compliant	PCG and eFile are SOC 2 Type II compliant and use Vanta to monitor compliance and vulnerabilities. Critical security vulnerabilities are patched as soon as possible and always within 30 days.
AS-11	Mobile Device Management (MDM). 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	PCG does not use mobile devices to manage eFile or City data.
AD	Application Data (AD)		
<i>The following Application Data requirements shall apply:</i>			
AD-1	Ownership of Data. All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, 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	PCG is fully compliant and capable of storing and delivering the data to the City.
AD-2	Personal Data. 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	PCG agrees.
AD-3	City Data Access. If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.	Fully Compliant	PCG will provide City access.
AD-4	Third Party Requirements (For Request for Proposal responses only) . 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	PCG will ensure.
AD-5	State Requirements. Vendor/Proposer is compliant with the California Consumer Privacy Act (CCPA).	Fully Compliant	PCG is compliant.
DD	Design Documentation (DD)		
<i>The following Design requirements shall apply:</i>			
DD-1	Design Documentation. Vendor/Proposer will provide design documentation, including but not limited to Process diagram, Interface/Integration diagram, and Infrastructure diagram.	Fully Compliant	An infrastructure diagram is provided as part of this RFP. Process diagrams and interface/integration diagrams will be provided, but the filing workflows are well known to City staff
DD-2	Architecture Documentation. Vendor/Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	Fully Compliant	PCG will provide the requested documentation.
HWD	Desktop Hardware (HWD)		
<i>The following Desktop requirements shall apply:</i>			
HWD-1	System. Compatible with 64-bit systems	N/A	eFile will function on any device that has a modern web browser.
HWD-2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class	N/A	eFile will function on any device that has a modern web browser.
HWD-3	Tablets. HP ELITE X2 G4	N/A	eFile will function on any device that has a modern web browser.
HWD-4	Tablet/Laptop Combos. MS Surface Pro 7, MS Surface Pro 7+	N/A	eFile will function on any device that has a modern web browser.

	SWD	Desktop Software (SWD)		
The following Desktop requirements shall apply:				
	SWD-1	Desktop Operating System. 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	eFile will function on any device that has a modern web browser.
	SWD-2	Desktop Software. 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	eFile will function on any device that has a modern web browser.
	SWD-3	Office Productivity. Microsoft Office Suite, Teams, Visio, Project.	N/A	eFile will function on any device that has a modern web browser.
	SWD-4	Web Browser. Google Chrome and Microsoft Edge versions to within an n-1 standard.	N/A	eFile will function on any device that has a modern web browser.
	OSTD	Other Applications Standards (OSTD)		
The following Applications requirements shall apply:				
	OSTD-1	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	Fully Compliant	HTML5, Python, and Javascript/Typescript
	OSTD-2	Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTPS / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GeoJSON, DWG, DGN (CADD).	Fully Compliant	JSON, HTTPS
	OSTD-3	Desktop Configuration. Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	N/A	
	OSTD-4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Reporting Services.	N/A	
	OSTD-5	Web Content Management System. Drupal.	N/A	
	OSTD-6	Document Management Integration. OpenText.	N/A	
	OSTD-7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A	
	OSTD-8	Payment Card Industry (PCI) Compliance. 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	Web Programming. Web interface that requires public input shall be WCAG 2.1 Compliant e.g. VPAT	Fully Compliant	Please see section 4.6 of the proposal and the attached VPAT.
	HSTD	Hosting Standards (HSTD)		
The following Hosting requirements shall apply:				
	HSTD-1	City Hyper Converged Infrastructure. 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	Hyper Converged Infrastructure. Server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	N/A	
	HSTD-1.b	Standalone server – HP ProLiant Generation 10 or higher.	N/A	
	HSTD-1.c	Server OS. Solution must support Server Operating System – Microsoft Windows Server, SuSe Linux versions must be within n-1 standard.	N/A	
	HSTD-2	Web Servers. If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.	N/A	
	HSTD-3	Virtual Servers. Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	N/A	
	HSTD-4	Relational Database Management Systems. If solution is proposed as "On Premise," it must support Relational Database Management Systems	N/A	

	HSTD-5	Cloud. Providers are Amazon Web Services (AWS), Microsoft Azure, and Google Cloud platform (GCP), with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. Public Cloud solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on Aws are the Standards.	Fully Compliant	AWS
	ACAR	Acknowledgement of City's Administrative Regulations (ACAR)		
		<i>City's Administrative Regulations and Applicable Standards</i>		
	ACAR-1	City's Information Security Policy, Standards and Procedures. The City of San Diego Administrative Regulation for “Information Security Policy, Standards and Procedures” (A.R. 90.63) at https://www.sandiego.gov/sites/default/files/ar9063.pdf .	Acknowledged	PCG acknowledges
	ACAR-2	Protection of Sensitive Information and Data. The City of San Diego Administrative Regulation for “Protection of Sensitive Information and Data” (A.R. 90.64) at https://www.sandiego.gov/sites/default/files/ar_9064.pdf .	Acknowledged	PCG acknowledges
	* Go to Step 2 - Technical Alignment *			

City of San Diego - Step 2 - Technical Alignment - Addendum A

IT Technical Alignment for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)

ID	Question	Vendor Response (Required)	Guidance / Directions
RM	Records Management (RM)		
RM-1	Will the identified software utilize, import, transform, produce, or store information that constitute City Records?	Yes	City Records are any recorded information of any kind and in any form, either created or received by the City, that are evidence of its operations • Files that initiate, authorize, or complete a City transaction • Files that document the formulation and execution of City policies and decisions • Files that have sufficient historical, administrative, legal, or fiscal value relating to policy and decision-making
RM-1.1	If yes , 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> ?	In its current form, the solution does not satisfy the Trusted System criteria. However, as part of the implementation phase, the solution (eFile) will be upgraded to meet these criteria.	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: https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trustworthy-electronic-document-or-record-preservation#section-22620.7
RM-1.2	If no , 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	
IDS	Information and Data Security (IDS)		
IDS-1	Who owns the data in the system?	The City of San Diego	

IDS-2	Will the solution have the capability to accept credit card information now or in the future?	No. The solution redirects to a payment vendor.	If yes , an approval will be required by DoIT PCI team. See PCI compliance requirements.
IDS-3	Will any protected data be stored in the system (PCI, HIPAA, Financial, PII, CJIS)?	Yes, PII in the form of names, email addresses, street addresses, and phone numbers	For PCI data, see PCI compliance requirements.
IDS-4	Will any protected data be stored OUTSIDE the City's network or datacenter (e.g. PCI, HIPAA, Financial, PII, CJIS)?	Yes, in eFile's AWS environment	
IDS-5	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	
IDS-6	Does the application have any connections to systems outside of the City's firewall?	When filers/users connect to the system, they will naturally connect through the public internet. The solution must be on the public internet since it also serves non-City users and the public.	
IDS-7	If hosted outside of the City's internal network, does the application need a connection inside of our firewall?	No	If yes , the source and destination IP addresses and ports will be required.
IDS-8	How will the system be kept current with patches and upgrades?	PCG and eFile are audited, certified, and compliant under SOC 2 Type II. PCG uses Vanta to monitor vulnerabilities and addresses them promptly.	If the solution is hosted, the contract needs to state the upgrade and patch processes. Even if directly addressed elsewhere, provide here.
IDS-9	Artificial Intelligence (AI): Does the system / solution utilize Artificial Intelligence (AI) (e.g. Machine Learning, Deep Learning, Generative)?	Yes	If yes , complete both of the following: STEP 3 - AI FACTSHEET and STEP 4 - AI IMPACT ASSESSMENT
DCC	Data Center & Cloud (DCC)		
DCC-1	Is the solution: on premise, hosted solution, software as a service (SaaS), or hybrid?	SaaS	
DCC-2	If the solution is hosted, who is sub-contracted to host the data (e.g. AWS, GCP, Microsoft Azure)?	AWS	
DCC-3	If the solution is hosted, where will the City's data reside geographically?	Oregon (US-West-2) and Northern Virginia (US-East-1)	
DCC-4	If the solution is hosted, what type of disaster recovery policy or plan does the vendor who is hosting the data have?	AWS maintains its own disaster recovery plan by designing its global infrastructure for high availability and resiliency. Each AWS Region consists of multiple independent Availability Zones with separate power, cooling, and networking, allowing workloads and services to fail over seamlessly in case of disruption. Critical control plane services are replicated across regions, with automated monitoring, redundancy, and backups in place. AWS also conducts regular disaster recovery drills to validate readiness, ensuring continuity of operations even during large-scale events.	
DCC-5	If the solution is hosted, what is the back-up policy in place by the vendor?	eFile's database is backed up every 2 hours Backups are stored in US-West-2 and US-East-1. All backups kept for 30 days, after this 1 backup per day for 365 days. All filing data (documents) are also mirrored between US-West-2 and US-East-1. Bucket versioning is used.	

DC-C-6	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?	The City can request a database dump and a copy of all its PDF files at any time. The format of how the raw SQL data should be provided will be subject to discussions between the City and PCG. The SQL data can also be provided in any other structured data format as desired by the City.	
DC-C-7	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?	The City owns the data so will have full access rights. Any structured data format is possible and up to the City to decide on.	
DC-C-8	If the solution is on premise, how many IP addresses and network connections will be needed?	N/A	
DC-C-9	If the solution is on premise: How many servers are required?	N/A	
N	Network (N)		
N-1	If the solution is on premise, what are the source and intended destination IP addresses and ports (if known)?	N/A	
N-2	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
SD	Service Desk (SD)		
SD-1	What are the hours of support of the application?	7am to 6pm Pacific time	
SD-2	Who does the user call if they have a problem with the system?	The City Clerk's office. PCG provides email support to filers and phone and email support to the City.	
SD-3	Can SCCM (System Center Configuration Manager) be used to push the required desktop components?	N/A	
SD-4	What other services does the product integrate with?	OpenAI, Google Maps, the City's Okta instance, the City's payment provider, and Grafana and Sentry for monitoring and error detection.	
SD-5	What software, if any, is required on the desktop?	A modern web browser (Edge, Chrome, Safari and equivalent)	
* Go to Step 3 - AI Factsheet (if applicable)*			

City of San Diego - Step 3 - AI Factsheet - Addendum A

IT AI Factsheet for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)

ID	Question	Vendor Response (Required)	Guidance / Directions / Sample Responses
AI-FS	AI Factsheet Product Questions (AI-FS)		
AI-FS-1	AI Vendor Name, Contact Email, Today's Date. Provide the vendor who supplies the AI functionalities.	OpenAI	XYZ Labs, Jane Doe, Senior VP, jdoe@xyzlabs.com, 2/26/2025
AI-FS-2	System Name	ChatGPT	Pothole Classifier and Pothole Predictor
AI-FS-3	System Version	Currently 4o, but may change to 5.	Version 1.1001
AI-FS-4	AI System Overview. Brief summary of the AI system	ChatGPT is a general-purpose large-language model. It's OpenAI's primary product and very well known.	The AI system will utilize street-level images of the roads to identify and classify potholes and determine their densities. The information gathered, including additional relevant data (e.g. street characteristics, historical weather patterns, traffic, etc.) will be utilized to create a pothole predictor to predict where the highest pothole densities are likely to develop.
AI-FS-5	Purpose. What function does the AI system perform, and for what purpose? If the system performs multiple functions, list each discretely and address each herein and below. For features that are configurable, describe all configuration options and default settings.	eFile currently uses ChatGPT for segmenting addresses into address1, address2, city, state, and zipcode. This functionality is used on Form 700 Schedule D (Gift) uploads. The FPPC's template does not provide the necessary segmentation, so it must be performed on eFile's end so that the data fit eFile's data model.	Pothole classifier: Utilize street-level images to determine the presence of potholes. Pothole predictor: Utilize street characteristics, weather, traffic, and potholes' classifications to predict pothole density.
AI-FS-6	Intended Domain. What domain is the AI system intended to be applied in?	Address parsing and segmentation.	The AI systems will be applied in computer vision (pothole classifier) and machine learning (pothole predictor) domain

AI-FS-7	Training Data. How was the AI system trained? What data will be used? How often is data added to the training set? Was all training data legally obtained and its use fully licensed?	ChatGPT 4o was trained using a combination of licensed data, data created by human trainers, and publicly available information. It was optimized through large-scale supervised learning and reinforcement learning, where human feedback helped align its responses with usefulness, safety, and accuracy. The model architecture builds on OpenAI's GPT-4 framework, but "4o" (short for "omni") was further tuned to handle text, vision, and audio inputs in a more unified way, making it faster and more efficient across multiple modalities.	The pothole classifier will be trained with street-level imagery (either Fugro's images from the 2023 OCI evaluation and/or Google's street view). The street-level imagery are updated either in the next OCI evaluation or Google's next survey. The pothole predictor will be trained with weather, traffic, street characteristics, and pothole classification data. Weather and traffic data may be updated daily. All training data was legally obtained and is fully licensed.
AI-FS-8	Test Data. What data was used to test system performance? Under what conditions has the system been tested?	ChatGPT-4o was tested using a mix of standard academic benchmarks (like MMLU, GSM8K, HumanEval), vision and audio tasks, and real-world scenarios such as conversation, summarization, and coding. It was also evaluated under safety and adversarial conditions by internal and external testers to check for bias, harmful outputs, and reliability. In addition, latency and efficiency were measured to ensure smooth, real-time interactions across text, vision, and speech.	The test set for the pothole classifier is also part of the street-level images. There was a 70:20:10% split of the data into train:eval:test. The test set for the pothole predictor is the pothole density from the pothole predictor.
AI-FS-9	Model Information. General description of the model(s) used (e.g., large language model, transformer, deep learning, supervised learning, built on an existing open source model, computer vision). If applicable, include details on any Retrieval-Augmented Generation (RAG) capabilities or similar external knowledge integration techniques.	ChatGPT-4o is a large multimodal transformer-based language model trained with deep learning using supervised and reinforcement learning. It can process text, vision, and audio in a unified way but does not natively use Retrieval-Augmented Generation (RAG); instead, it relies on its trained knowledge and optional external tools or integrations for up-to-date information.	The pothole classifier is a computer vision model that classifies potholes. The pothole predictor is a deep learning model that performs prediction.
AI-FS-10	Update Procedure. In general, how often are the models updated for users? Will the user have a choice in moving to the updated model or staying on the current model? What documentation is available for new versions of the model?	The user has no control over the model. We are currently using 4o and will switch to 5 once 4o is no longer available. We verify functionality and quality before switching models. Updates occur typically annually.	The pothole classifier can be updated when additional street-level images are updated from the next OCI evaluation or Google Street's next survey. The pothole predictor may be updated with daily weather and traffic data. Previous models can be saved and utilized after updated models are generated. The documentation is provided by XYZ Labs.

AI-FS-11	Inputs and Outputs. What are the inputs to the AI system? What are its outputs? What interfaces and integrations are supported?	Street addresses like "123 Test Street, Suite 201, San Diego, CA 92101" are input, output is JSON, broken down into address1, address2, city, state, zipcode.	Pothole Classifier: Input: street-level images Output: csv of locations of potholes Pothole Predictor: Input: weather, traffic, street characteristics, pothole data from pothole classifier Output: csv street segments with predicted pothole density
AI-FS-12	Data Protection. Please provide a high-level description of the compensating controls your proposed system has implemented to protect our organization's data used for training and interaction, including end-user prompting. Specifically address security measures, auditing processes, and protections in place, especially for regulated data such as PHI, CJIS, PII, and HIPAA.	The only information given to the model are street addresses and nothing else. We do not believe that there is any data protection issue. These street addresses come from Form 700, Schedule-D and are public information.	
AI-FS-13	Performance Metrics. What are the performance metrics? What is your current level of performance on these metrics? How can the user monitor performance in the deployment environment?	Splitting addresses is a trivial task for ChatGPT 4o. It is above 95% accurate on a standardized test set that we use to evaluate it's performance. We evaluate performance at the time we select a model. The user can implicitly monitor performance by reviewing the uploaded addresses as represented on the draft and final filing.	Pothole Classifier: Metric: Area under the curve (AUC) Pothole Predictor: Metric: Root mean square error (RMSE) XYZ Labs provide update reports on the performance For reference: https://www.sanjoseca.gov/home/showpublisheddocument/114737
AI-FS-14	Bias. What biases does the tool exhibit, and how does it handle them? This may include (but is not limited to) biases about identifiers such as gender, race, socioeconomic status, disability, culture, age, or other protected classes, or biases on general factors such as a sampling bias, survivorship bias, detection bias, or observer bias.	We do not believe bias is an issue in the context of address segmentation. ChatGPT-4o, like other large language models, can reflect biases present in its training data, including those related to gender, race, culture, age, disability, and socioeconomic status, as well as more general data issues such as sampling and survivorship bias. These may appear in subtle ways, such as stereotyping or uneven performance across demographic groups. To handle this, OpenAI uses reinforcement learning with human feedback (RLHF), red-teaming, and bias testing to reduce harmful outputs, promote more neutral or inclusive responses, and flag sensitive areas. While these mitigations improve reliability, the system is not bias-free and users are encouraged to apply critical judgment when interpreting its outputs.	Street-level images do not take images of half of the road for some road segments, so there is potential for selection bias. The training set for the pothole classifier may contain measurement bias from the initial determination of what qualifies as a pothole. A bias factor can be incorporated into the neural network models to adjust for potential biases.

AI-FS-15	Robustness. How does the AI system handle outliers? Do overwritten decisions feed back into the system to help calibrate it in the future?	ChatGPT-4o handles outliers by relying on patterns learned during training and alignment rather than hard-coded rules, so unusual or unexpected inputs may be answered conservatively, with refusals or clarifications when confidence is low. User corrections or “overwritten decisions” don’t directly retrain the model in real time; instead, OpenAI gathers aggregated feedback and may use it in future training or fine-tuning rounds to improve calibration. In practice, this means the system adapts slowly through periodic updates rather than continuously learning from each interaction.	Pothole classifier involve convolutional neural network (CNNs) that can be trained to learn features of normal data and can identify outliers from deviations from the learned features. Outliers for the pothole predictor may lead to a number of issues such as vanishing gradient problem. The pothole predictor can contain an outlier identifier system and remove outliers from the neural network.
AI-FS-16	Optimal Conditions. What conditions does the model perform best under? Are there minimum requirements for the quantity of records/observations?	We believe this is not relevant to address segmentation. However, ChatGPT-4o performs best with clear, well-structured prompts that provide enough context for the task (e.g., detailed questions, specific instructions, or defined constraints). It excels in language-rich settings such as reasoning, writing, summarization, coding, and multimodal tasks when images or audio are high quality. The model does not require a minimum number of records or observations from the user side to function effectively—it works on single inputs just as well as on longer conversations—but providing more relevant context generally improves output quality.	Both the pothole classifier and pothole predictor involve deep learning so on the order of thousands of records will be the minimum needed for training.
AI-FS-17	Poor Conditions. What conditions does the model perform poorly under? What are the limitations of the AI system? What kinds of errors can it make (e.g., hallucinations) and what conditions make those errors more likely?	We believe this is not relevant to address segmentaiton. However, ChatGPT-4o performs poorly when prompts are vague, contradictory, or outside the scope of its training data (e.g., highly specialized or very recent information it has not been updated on). Its main limitations include lack of true real-time learning, reliance on patterns rather than understanding, and no guarantee of factual accuracy. It can make errors such as hallucinations (confidently presenting false or fabricated details), misinterpreting ambiguous queries, or producing biased or incomplete outputs. These errors are more likely under conditions with insufficient context, adversarial or trick prompts, tasks requiring up-to-the-minute knowledge, or highly technical edge cases.	The quality of street-level images will likely affect the pothole classifier. Poorer quality images would lead to greater misclassifications. Both the pothole classifier and pothole predictor can be prone to vanishing gradients, overfitting, imbalanced datasets, and other common deep learning issues leading to poor results. Regulation techniques can be utilized to mitigate those issues.

AI-FS-18	Explanation. How does the AI system explain its predictions? Are the outcomes of the AI system understandable by subject matter experts, users, impacted individuals, and others?	We believe this is not relevant to address segmentation. ChatGPT-4o does not generate traditional model “explanations” of its predictions, since its outputs are produced from statistical patterns in training data rather than explicit reasoning steps. However, it can provide natural language justifications for its answers by summarizing supporting information, outlining assumptions, or walking through reasoning in a user-friendly way. These explanations are designed to be understandable to general users and subject matter experts, but they should be seen as illustrative rather than literal traces of the model’s internal decision-making. This means outcomes are interpretable at a practical level, though not fully transparent in a technical sense.	Both systems use a deep neural network, which largely remains a black box when it comes to explainability of results and predictions. In the case of the pothole predictor, convolutional neural network can use activation maximization to identify features in the image that maximizes activation of specific neurons. For the pothole predictor, general feature importance analysis can be done to identify input features that had the most influence on the prediction.
AI-FS-19	Jurisdiction-specific considerations. Please describe any considerations relevant to local, state, industry, or other specific jurisdictional regulations.	We believe there are no such considerations in the context of PCG's current use of AI in eFile.	
* Go to Step 4 -- AI Impact Assessment *			

City of San Diego - Step 4 - AI Impact Assessment - Addendum A

IT AI Impact Assessment for Solicitations - Rev. 2025.03 (reflects Governance Rev. 2025.01)

ID	Question	Vendor Response (Required)	Guidance / Directions / Sample Responses
AI-IA	AI Impact Assessment (AI-IA)		
AI-IA-1	Will the AI solution use City Data?	Broadly, yes, if street addresses on Form 700, Schedule D are considered City data.	<i>Yes, City data such as road characteristics, PCI score, and pothole reports submitted via the City's "Get it Done" application will be utilized.</i>
AI-IA-1a	If yes , to the best of your ability, name the expected Source System, expected source database tables, and list the databased field(s) with the data type and a text description of what that field captures.	FPPC Form 700, Schedule D, uploaded Excel template. Address column.	<i>Source system: Cartegraph; Tables used include: TASK_POINT and Pavement_eww; Task_point fields used include: IAMFLOC (text, unique identifier for street segments), Stop date (date time, date of condition assessment measurement); Pavement_eww fields used include: IAMFLOC (text, unique identifier for street segments), LAST_PCI (float, pavement condition score from last condition assessment)</i>
AI-IA-2	How is the AI tool monitored to identify any problems in usage? Can outputs (recommendations, predictions, etc.) be overwritten by a human, and do overwritten outputs help calibrate the system in the future? Problems in usage may include false negatives, false positives, biases, hallucinations, and/or human-reported quality issues (such as poor translations or poorly generated images).	We test and verify functionality prior to deployment. If the output is malformed, an error is thrown which is picked up by eFile's Sentry monitoring system. All results are subject to human review and can be altered by the filer.	<i>Throughout the learning process, hyperparameters may be tuned to adjust for issues as they are identified.</i>
AI-IA-3	How are biases managed effectively? This may include different ways to monitor bias, and/or abilities to toggle parameters to change observed bias(es) in the model.	We do not believe this question to be relevant for address segmentation.	<i>Bias factor in neural network can be adjusted to account for potential biases.</i>
AI-IA-4	Has your company or an independent party conducted a study on the bias, accuracy, or disparate impact of the system? If yes, include methodology and results and indicate if you would be willing and able to provide the study for review. (e.g. bias impact reports, algorithmic impact reports, or others).	OpenAI has carried out extensive studies on bias. We refer you to their website and https://openai.com/index/evaluating-fairness-in-chatgpt/	<i>Yes. Results from XYZ Labs can provide a report upon request.</i>
AI-IA-5	Please describe the process for users to flag issues related to bias, discrimination, and/ or poor performance of the AI system? This may include, but is not limited to, ways to report inaccurate or concerning decisions/classifications made by the AI system, and/ or ways to retroactively review past system actions.	Users can submit a support request or email the City Clerk's office.	<i>XYZ Labs can provide the results of the models to assess for their accuracy.</i>
AI-IA-6	Describe how the Human-Computer Interaction aspect of the AI tool has been made accessible, such as to people with disabilities? Has it been assessed against any usability standards, and, if yes, what was the result?	There is no human-computer interaction aspect in eFile's use of ChatGPT.	<i>The AI tool is only accessible via Python scripts</i>

AI-IA-7	Please share any relevant information, links, and/ or resources regarding your organization's responsible AI strategy. <i>For example: URL to any broad AI policy or strategy.</i>	PCG does not maintain a responsible AI use strategy document that would apply to the task of address segmentation. PCG does not currently use AI in other ways in eFile. Should AI find a more prominent use, PCG will create and provide a responsible AI strategy document to the City.	XYZ Labs website
* STOP HERE. Please note: Additional information, clarifications, and /or documentation may be requested. *			

EXHIBIT C



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

ARTICLE I

SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II

CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposals (RFP) for an Electronic Filing System
Solicitation Number: 10090400-26-B

B. BIDDER/PROPOSER INFORMATION:

Pasadena Consulting Group LLC		Electronic Filing Systems	
Legal Name		DBA	
1879 E Woodlyn Rd	Pasadena	CA	91104
Street Address	City	State	Zip
Christian Ott	626-316-3173		
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.

Christian Ott	Managing Member
Name	Title/Position
Pasadena, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Alexander Buitron	Managing Member
Name	Title/Position
Pasadena, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Magdalena Marschall	Operations Manager
Name	Title/Position
Pasadena, CA	
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: _____ State of incorporation: _____

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

Type of corporation: C ☐ Subchapter S ☐

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

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

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

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

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

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

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

Please list the following: Authorized Issued Outstanding

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

Limited Liability Company Date formed: 01/07/2020 State of formation: Delaware

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

Christian Ott, 1879 E Woodlyn Rd, Pasadena CA 91104 - Managing Member 80
Alexander Buitron, 841 E Mountain St, Pasadena CA 91104 - Managing Member

LLC is formed in DE but foreign registered in CA and subject to CA LLC tax.

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

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

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

☐ **Joint Venture** Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

Name of Bank: JP Morgan Chase Bank

Point of Contact: _____

Address: 1845 E Washington Blvd, Pasadena, CA 91104

Phone Number: (626) 798-0894

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.: B2020017379 Year Issued: 11/2024

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: County of San Diego

Contact Name and Phone Number: Gliceria Magpayo, 619-531-5616
Contact Email: Gliceria.Magpayo@sdcounty.ca.gov
Address: 1600 Pacific Highway, Fourth Floor, Room 402, San Diego CA 92101
Contract Date: 10/08/2024
Contract Amount: \$150,150
Requirements of Contract: Electronic Filing Services

Company Name: City of Palo Alto
Contact Name and Phone Number: Mahealani Ah Yun, 650-329-2379
Contact Email: Mahealani.AhYun@CityofPaloAlto.org
Address: Office of the City Clerk, Post Office Box 10250, Palo Alto CA 94303
Contract Date: 08/29/2023
Contract Amount: \$38,000.00
Requirements of Contract: Electronic Filing Services
Company Name: City of Burbank
Contact Name and Phone Number: Linda Thai, (818) 238-5851
Contact Email: lthai@burbankca.gov
Address: 275 E. Olive Avenue, Burbank, CA 91502
Contract Date: 06/11/2025
Contract Amount: \$9,500 (annually renewing)
Requirements of Contract: Electronic Filing Services

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 # DGS/SM (Micro) 2033746

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

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

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

Christian Ott		08 / 22 / 2025
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

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.

Christian Ott, Managing Member

Print Name, Title



Signature

09/09/2025

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

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: Pasadena Consulting Group, LLC

ADA/DBA: Electronic Filing Systems

Address (Corporate Headquarters, where applicable): 1879 E Woodlyn Rd

City: Pasadena County: Los Angeles State: CA Zip: 91104

Telephone Number: 626-240-5169

Fax Number: _____

Name of Company CEO: Christian Ott

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: ott@pasaconsult.com

Type of Business: IT Consulting

Type of License: _____

The Company has appointed: Magdalena Marschall

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: 1879 E Woodlyn Rd

Telephone Number: 626-240-5169

Fax Number: _____

Email: marschall@pasaconsult.com

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Pasadena Consulting Group LLC

(Firm Name)

Los Angeles, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 20th day of August, 20. 25

C. Ott

(Authorized Signature)

Christian David Ott

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: **Pasadena Consulting Group LLC**

DATE: **08/20/2025**

OFFICE(S) or BRANCH(ES): **Pasadena**

COUNTY: **Los Angeles**

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

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

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

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

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

Totals Each Column			1								5	2		
--------------------	--	--	---	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees	8
---------------------------	---

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: Pasadena Consulting Group LLCDATE: 09/09/2025OFFICE(S) or BRANCH(ES): PasadenaCOUNTY: Los Angeles

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

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

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

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

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

Grand Total All Employees	0
----------------------------------	----------

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

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

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: Pasadena Consulting Group LLC

Certified By Christian Ott Title Managing Member

Name



Date 08/22/2025

Signature

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners



doing business as



**ELECTRONIC FILING
SYSTEMS**

<https://efile.systems>

Solicitation 10090400-26-B

Electronic Filing System

City of San Diego, California

Dated: August 25, 2025

Pasadena Consulting Group LLC dba Electronic Filing Systems

1879 E Woodlyn Rd, Pasadena, CA 91104

info@efile.systems • 626-240-5169

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Executive Summary

Pasadena Consulting Group LLC (PCG) is pleased to submit this proposal to operate and enhance the eFile-SD electronic filing system for Statements of Economic Interest, Campaign Finance, and Lobbyist Disclosures. PCG is uniquely positioned to ensure continuity of electronic filing service for the City of San Diego while delivering improvements and new features for eFile-SD.

Five years ago, the City of San Diego (the City) took a calculated risk in retaining PCG to build eFile-SD from the ground up as a replacement for its legacy NetFile Inc. solution. While PCG's principals had extensive experience in software development and government contracting, PCG itself was a new entity without a track record in electronic public disclosures. It is safe to say the City's bold decision paid off. With eFile-SD, the City now has a modern electronic filing system built to its requirements and, five years later, is operating at a lower annual cost than its previous legacy system.

The City of San Diego has long been recognized as one of the most tech-forward municipalities in California and worldwide. Through its support of eFile-SD, the City broke a decades-long duopoly of NetFile Inc. and Granicus/SouthTech Inc., driving innovation in the public disclosures space for the first time in many years.

Over the years, PCG has demonstrated the technical expertise, experience, and staffing capacity to operate a modern electronic filing system for a City of the scale of San Diego. To address the City's specific question of why PCG is best qualified to provide these services:

1. PCG built and currently operates eFile-SD.
2. PCG has a proven record of providing quick responses to support requests and rapid resolution of technical issues.
3. PCG has a strong history of innovation, continually introducing new features for eFile-SD.
4. PCG has a demonstrated track record of partnering with agencies to enhance the electronic filing experience for all stakeholders.

Looking ahead to the 2025+ upgrade of eFile, PCG will enhance eFile-SD and develop new functionality to meet the City's updated requirements. Some highlights PCG is particularly excited about include: FilingLink (Form 700 cross-filing between agencies, especially with San Diego County), eFile-SD as a "Trusted System" under California regulations, Lobbyist and Campaign Filing Review, improved public access and search, admin task management, and more.

It has been an honor to serve the City of San Diego and the California public over the past five years. PCG is enthusiastic about the opportunity to continue this work. Our mission is advancing transparency through technology, and we look forward to carrying this mission forward as the City of San Diego's electronic filing provider.

Throughout this proposal, we will reference the City of San Diego with “the City”. We will reference Pasadena Consulting Group LLC dba Electronic Filing Systems as “PCG”. We will mark satisfaction of City requirements where applicable. We will make the following shortcut references to facilitate the City’s review of this proposal:

- Items of Attachment 2 - Interrogatories will be references with “[I-#]”, where # represents the time numbering;
- Items of Attachment 3 - Functional Requirements will be referenced with “[F-#]”, where # represents the item numbering;
- Items of Attachment 4 - IT Standards and Technical Alignment Questionnaire will be referenced with “[IT-#]”.

1. Introduction [I-1.01]

Pasadena Consulting Group LLC dba Electronic Filing Systems (“PCG”) is pleased to offer operations and maintenance of the **eFile-SD** Electronic Filing System to the City of San Diego (“the City”).

The current version of eFile-SD is the product of nearly five years of close collaboration between the City and PCG. By selecting PCG and eFile-SD in 2020, the City of San Diego has had a tremendous impact on the state of electronic disclosure filing throughout California.

Since its initial release for the City of San Diego, eFile has found traction throughout California, offering a modern alternative to legacy solutions such as NetFile and SouthTech/Granicus. Current eFile agency partners include the City of San Diego, the County of San Diego **[I-1.02]**, the City of Palo Alto **[I-1.03]**, the City of Burbank **[I-1.04]**, the City of Bell Gardens, the City of National City, and the City of Lakewood.

eFile sets itself apart from legacy systems in many ways. eFile is agile – it follows agile software development principles enabling a rapid cycle of design, development, and user/agency feedback. eFile uses state-of-the-art technology and offers an intuitive filer experience. It integrates seamlessly with agency websites as a subdomain and offers email, single-sign on, and payment integration. It is a fully responsive web application that works on screens of all sizes, allowing filers to complete their filing requirements from the convenience of their phones. PCG and eFile are audited and certified by AICPA under SOC 2 Type II for information security and operational practices.

While eFile delivers significant technical and user-experience benefits as the City’s filing solution, two core principles distinguish our offering from legacy competitors: Partnership and Innovation.

Partnership

Our agency customers are our partners. We deeply appreciate the commitment of agency staff to public service and we are honored to participate in the public disclosures process. We work closely with agency staff to continuously improve eFile and the user experience for filers, agency staff/admins, and the public. We always work with agency IT staff to deeply integrate eFile with agency systems (web domain, email, single-sign on) and we have designed eFile in such a way that it is straightforward to style its appearance in line with an agency’s design system. We listen to the feedback we receive from agency staff, filers, and

the public and improve eFile accordingly. When an agency requests a new feature, that feature can often be useful for many of eFile’s agencies. In this case, the feature will be added to eFile’s feature roadmap and will be developed and integrated for the benefit of all eFile partner agencies.

Innovation

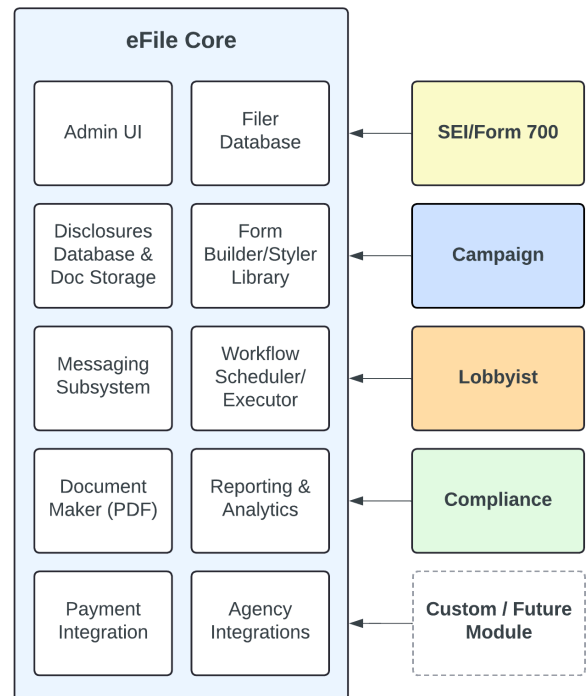
When we entered the electronic disclosure filing market, we were shocked by the state of the legacy systems offered by our competitors. They date back more than two decades and design and underlying technology stack have seen few updates since then. Two major players basically divided up the market in California and had little to no competitive pressure. No competition means no innovation. **Innovation is at the core of eFile** and this goes hand-in-hand with our partnership philosophy. We constantly innovate to improve the user experience for filers, agency staff, and the public.

2. Functional Approach and Capabilities

2.1 The eFile Electronic Filing System: Overview [F-0.01, F-0.02, F-0.03, F-2.01, F-2.02]

eFile is a modern, modular electronic disclosure management system whose core platform accommodates a range of modules with different functionalities. As a fully cloud-based SaaS solution, it was designed and architected from the ground up around current UI and UX best practices [F-2.01]. Its responsive web interface adapts seamlessly across desktops, laptops, tablets and mobile phones (Android and iOS) and works on all modern browsers. Filers can complete assignments anytime, anywhere, on the device of their choice—streamlining compliance with confidence and minimal training.

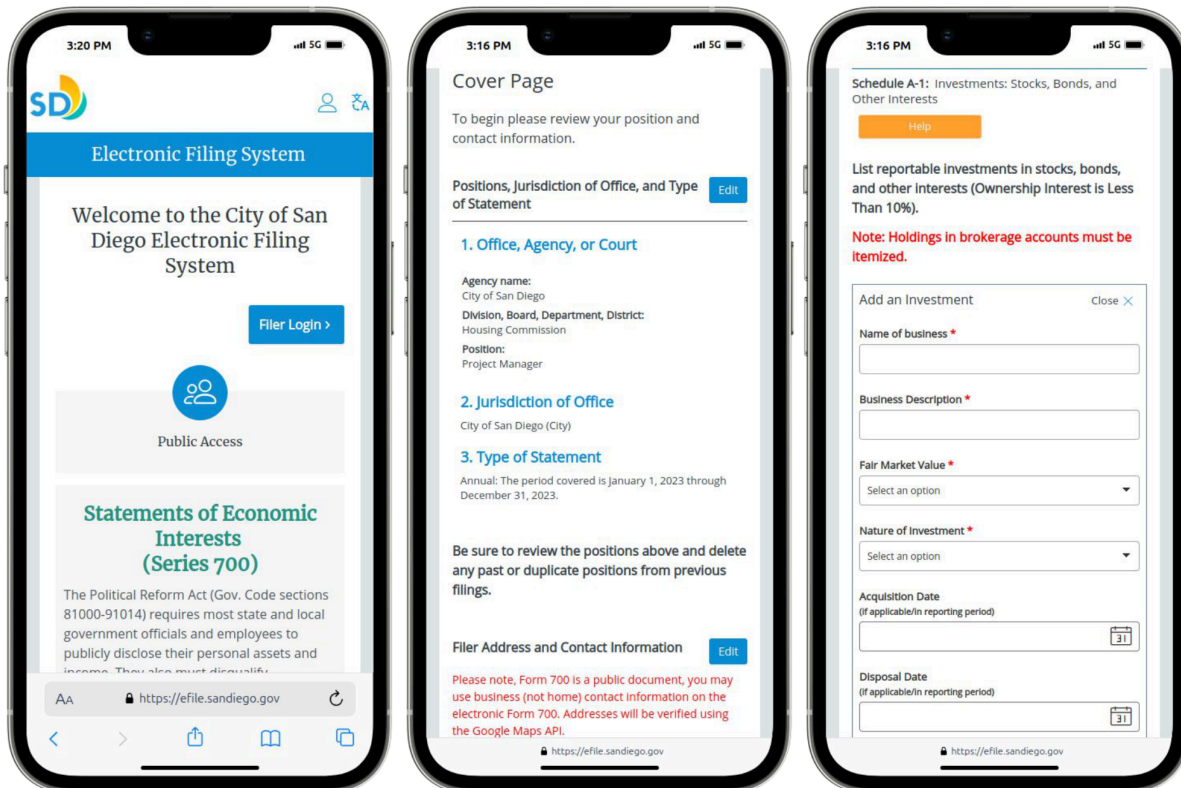
Individual modules plug into the eFile core and the set of active modules can be configured as needed by a partner agency. Currently, modules for Form 700/Statement of Economic Interests, Lobbyist Disclosures, Campaign Finance Disclosures, and Compliance Tracking (e.g., AB1234 Ethics Training tracking) are available. All modules use the same common administrative interface, making it easy for City staff to manage filers and filings for all modules. The eFile landing page is designed to serve as a single portal for public, filer, and admin access, keeping everything in one place to minimize confusion for filers, the public, and admins/filing officers. All filings of all types can be accessed and searched for through the eFile portal page [F-4.06], which will have the same look and feel as the City’s website.



All data within eFile-SD is owned by the of San Diego and will be provided in an agreed-upon standard data exchange format at any time upon City request [IT-AD-2, IT-AD-3, IT-IDS-1]. PCG complies with all applicable federal, state, and local data protection laws and regulations [IT-AD-2, IT-AD-4, IT-AD-5].

In the following, we describe eFile’s functionalities in detail and elaborate how eFile will satisfy the City’s requirements.

2.2 Form 700 - Statement of Economic Interests



2.2.1 Overview

eFile’s Form 700 module was developed in close collaboration with City of San Diego filing officers who were directly involved in all aspects of the initial development and since then, filing officers at all our partner agencies and at the FPPC have all contributed to further improving the filer and admin/officer user experience. eFile is, to our knowledge, the only electronic filing solution for Form 700 in California that offers a modern user interface adequate for the mid-2020s and that can be used on mobile devices (see the above screenshots).

Essential to the eFile Form 700 filing experience is a “turbo-tax like” flow that walks the filer step-by-step through the various schedules of Form 700 [F-0.03, F-2.01]. This filing flow idea is directly attributable to Diana Fuentes, City Clerk, City of San Diego, who oversaw its implementation in early 2021. On each screen, information overload is minimized while help with full details is only a click on the “Help” button away [F-0.04]. While eFile includes a comprehensive filer user guide for Form 700, PCG is proud of the filer-friendly experience that makes it so easy to file Form 700 that filers very rarely consult the help system.

In California, the FPPC certifies electronic filing systems for Form 700 on a per-agency basis and PCG and its partner agencies hold certificates for all deployments of eFile and will obtain re-certification for the City's instance **[F-1.01]**. Every time eFile is certified, it undergoes a thorough technical and functional review by FPPC staff and thus is guaranteed to always be up-to-date with FPPC requirements. In addition, PCG subscribes to all FPPC communications and keeps eFile always up to date with changing requirements and forms.

While Form 700 has changed only mildly over the past few years, eFile's Form 700 module is constantly evolving and innovating. Most recently, we have added Excel upload functionality for investments on Schedule A-1 (using the FPPC's Excel template) and Google-Maps powered address validation for filer addresses. We have also added Schedule D (gifts) Excel upload functionality and launched the free **eFile Gift Tracker Mobile App** (<https://efile.systems/gift-tracker-app.html>). This app allows officials to track gifts they received throughout the year and allows them to export them in Excel format for upload into eFile. The app is available for free on the iOS App Store and the Google Play Store for Android devices. The eFile Gift Tracker is a direct replacement for the FPPC's gift tracker app, which did not receive updates and appears to have been removed from the Android and iOS app stores.

2.2.2 Detailed Existing SEI Functionality

eFile's Form 700 module, as it is currently deployed for our existing partner agencies, already satisfies the vast majority of the City's requirements. In the following, we itemize functionality, address City requirements, and emphasize additional software development we will undertake to fully satisfy City requirements where necessary. As in other sections, we mark new developments for the City with **[new]**. We note that the below include many features that are common to all eFile modules. We will refer back to this section when discussing the functionality of other modules.

Filers

- Support for FPPC Form 700 and the City's mid-year EC-700 report **[F-2.03]**.
- Modern, friendly user-interface that supports filing from any device, including mobile devices. **[F-0.01, F-0.02, F-0.03]**
- Step-by-step filing instructions that guide filers through Form 700 **[F-0.04]**.
- Filers may login with username (email) and password or may authenticate using a single-sign on (SSO) integration with the City's identity provider **[IT-AS-1]**. User-friendly login and self-service password recovery via email verification.
- Filing data is validated on the frontend and on the backend. eFile prevents the filer from submitting incomplete filing data and indicates what information is missing.
- Preview functionality for watermarked draft filings.
- Filers receive automated templated notifications to notify them of filing assignments, remind them about filings, and confirm the receipt of filings. Reminders stop once the filing has been received **[F-3.10]**.
- Filer contact addresses are validated using Google Maps, displaying a warning to the filer if their address cannot be validated.
- Filer profile (landing page upon login) with to-do list, access to all filings and filer-initiated filing amendments. Filers may update their contact information and have the ability to leave notes for admins and upload supplemental documents to their filer profile.

- Filers have access to their current and past filings from their filing portal (redacted and unredacted versions, [F-2.06]) and may download them for review and printing [F-0.05].
- Filers may self-initiate filing amendments and the amendment draft filing will be populated with the original filing data for easy access and modification.
- Information from the most recent past filing will be carried forward into the draft of a new filing, making it easy for the filer to edit or remove existing data.
- Extensive filer help through eFile’s online help system and via “Help” buttons throughout all schedules of Form 700 [F-0.04].
- Upload functionality for Schedule A-1 (Investments) and Schedule D (Gifts) using the FPPC’s Excel templates.
- Support for uploads on Schedule D from the FPPC’s gift tracker app (no longer available) and from PCG’s eFile Gift Tracker App (<https://efile.systems/gift-tracker-app.html>).
- Electronic storage of filing data and generation of PDF forms. Support for all relevant form years [F-0.05].
- All filings are stored in two versions and made available immediately upon filing [F-4.01]: public (redactions as desired by the City) and private [F-0.05, F-1.07].
- Filers that are not part of the City’s SSO system may reset their password [F-2.08].

Admins/Filing Officers

- Unlimited admin accounts with enterprise-grade role-based fine-grained access control [F-1.06, IT-AS-2]. Admins may be super admins (full access), regular admins (access rights as desired by City), or department admins/liaisons (access limited to filers/filing pertaining to the admin’s assigned department(s) with rights as desired by City). Additional roles may be configured as desired by the City.
- Admin-user management by City super-admins, including the ability to remove admin user access and provide a report of users with information such as type of access and role, and status [F-1.10].
- Admins have access to the production environment and to a dedicated staging/test environment for training and experimentation.
- Filer Portals – individualized profile pages for each filer, ability to update filer information [F-3.08], add internal notes, and attach documents to filer profiles, supporting common file formats [F-1.04].
- Filer quick full-text search: search box in the admin navigation toolbar to quickly find and jump to filer portals.
- Filing Management Dashboard [F-3.02] that allows admins to quickly search and find filings and filing status by a multitude of criteria (e.g., departments and positions, full text name search, filing year, date range, status, filer type, filing type). Filings can be selected and downloaded in bulk. Filing metadata contains information of how the filing was received (electronic, paper/upload). Tracking of filing deadlines and amendments.
- Upload of scanned or otherwise obtained PDF filings of any type [F-3.01]. Ability to attach extensive metadata to the uploaded filing and association with filers, filer positions, and filing assignments.
- In-app redaction functionality for uploaded filings and redaction of information on electronic filing data per City requirements.

- Attachment of additional files or documents to filed filings. These attachments may be marked as internal or public.
- Filer Management – create, update, review, and merge filer accounts centrally and on a per-filer level.
- “Filer View” functionality, allowing admins to impersonate a filer temporarily to help answer filer questions and diagnose potential problems. Admins are prevented from finalizing filings.
- Management of notifications and notification templates through eFile’s messaging subsystem. Support for templated bulk emails, one-off emails, and automated reminders for filing deadlines. All communications can be tracked on filer portals and in eFile’s Message Center. Extensive scheduling functionality with “preset” generic notification schedules [F-3.10, F-3.11].
- Filer/Admin audit log [F-1.11, IT-AS-5]. For each filer, eFile keeps track of key actions and events (e.g., a filing assignment). Each audit log entry contains information on who took action.
- Filing assignment in bulk or on a per filer/filing basis.
- Management of filer transfers within the agency on filer portals.
- Position Management – configure agencies, departments, and positions, and conflict of interest code disclosure categories.
- 20% and 100% review with one-click amendment assignment and filer notification [F-3.04].
- Ability to mark if a filer (and filing assignment) has been referred to enforcement [F-3.07].
- Analytics and Reporting Dashboard. eFile tracks active filers and the status of filings by filing subtype (e.g., annual, assuming office, leaving office) and by department. The following reports are available out of the box (some may not yet be enabled for the City). **PCG commits to implementing any other report desired by the City [F-1.14, F-1.17].**
 - Active filers with positions.
 - All filers (including past filers) with positions.
 - Active filer contact information.
 - All filer contact information (including past filers).
 - Filing summary report by department.
 - Filed filings
 - Assigned, not filed filings
 - Overdue filings
 - Filed, late filings
- Admin notifications for filings: Admins may choose to receive notifications on all new filings at the time they occur or to receive a daily filing summary report.
- Admin copy to notifications to filers. eFile supports global copy of all filer communication to individual or all admins and per-department based copy. The copy functionality is freely configurable and can be adjusted by PCG to City needs.

Public

- All (redacted) filings will immediately upon filing be available and searchable on eFile’s public portal, including a complete list of filings [F-4.06].
- If a public version of a filing is not available, the public will be directed to the Office of the City Clerk for viewing the unredacted original.
- Filings can be viewed with an in-line PDF viewer on eFile’s portal or may be downloaded.

- Public users may register to receive email updates on filings based on flexible criteria (such as filer name, filing type, etc.) **[F-4.05]**.
- Form 700 detailed search **[F-4.06]**: public users may full-text search for any word or phrase appearing in any of Form 700 schedules. PCG will extend this functionality to all other forms available under the Form 700 header.

2.3 Campaign Finance Disclosures

All of eFile’s modules are fully integrated with eFile’s core and share the same portal and overall responsive web design. They are also managed through a single admin interface. Campaign filers will show up in the global filer manager and will have filer type “campaign”. Each filer may have multiple types, so, for example, a Campaign filer may also be a Form 700 filer. Filers of all types share the same filer login and arrive at the same filer portal, with information and available actions based on their filer type(s).

eFile offers a complete campaign finance disclosure module with an internal accounting system and support for fully electronic filing of FPPC forms 460, 461, 470, 496, and 497 in CAL format or from within the accounting system **[F-2.03]**. All FPPC forms, including those not yet available for fully electronic filing (e.g., 501, 410, 425, 465, 511, 80x), may be uploaded **[F-3.01]** and made publicly available. eFile will support fully electronic filing of all FPPC forms under the new CARS standard that is currently under development by the Secretary of State’s Political Reform Division. Please note that committees file Form 410 with the Secretary of State and provide a copy to local agencies.

Filers

All non-Form-700-specific filer functionality as described in Section 2.2.2 for Form 700, plus:

- Committee profile, accessible from a campaign filer’s profile (under “Linked Entities”) with summary information for candidates, treasurers, and other committee staff. Multi-user support: multiple filers/users can be linked to the same campaign entity with different roles and permissions.
- City of San Diego-specific filer signature sample upload and approval workflow.
- Fully-featured campaign accounting system, including contact management (contributors, payees, committees, candidates), transaction booking, reporting, and export functionality.
- Campaign finance filing generation from the internal accounting system or based on CAL-file upload, including review of watermarked draft filings.
- Filing validation before a filing is finalized, presenting the filer with a detailed error report and blocking the submission of invalid filings. Filers receive a filing confirmation upon successful finalization of a filing.
- Electronic filing and PDF generation, including the generation of public (redacted) and unredacted filing PDFs, with automatic and immediate public posting of the redacted filing.

Admins/Filing Officers

All non-Form-700-specific admin functionality as described in Section 2.2.2 for Form 700, plus:

- Committee manager to set up, edit, and manage campaign committees (including also Form 470 filers).

- Committee portals for each committee with summary information for admins and the ability to review filings, messages, and add documents and notes.
- Campaign filing dates, filing schedules, and notification management.
- Upload functionality and in-app redaction for any FPPC campaign form [F-3.01].
- Campaign-specific reporting and analytics (e.g., active committees report or any other report desired by the City).
- Core data manager to manage elections, offices, jurisdictions, candidates, and ballot measures.

Public

All public access functionality as described in Section 2.2.2 for Form 700, plus:

- Dedicated campaign search page with rich filtering functionality, including by committee type and form [F-4.06].
- Access drill-down by election, office, and candidate and ballot measure.
- Campaign detail search – full text search for contributions, contributors, expenditures, payees, etc.
- Campaign bulk export in Excel format (global and per committee) and public-access campaign API [F-1.04, F-4.04].

2.4 Lobbyist Disclosures

eFile's lobbyist module is deeply integrated with eFile's core and has much communality with eFile's other functional modules. Lobbyist filers and admins log in through the common unified eFile login and admins manage the lobbyist functionality through the same admin interface that they use for Form 700 and Campaign Finance. Admins can be restricted to certain functionalities based on their user roles.

PCG custom-developed eFile's lobbyist module for the City of San Diego in 2021. In 2024, a payment integration with the City of San Diego's payment processor was added.

Filers

All non-Form-700-specific filer functionality as described in Section 2.2.2 for Form 700, plus:

- Lobbying entity profile, accessible from the Filer's profile under "Linked Entities". Multi-user support – multiple filers can be linked to a single lobbyist entity. User-friendly login process with ability to recover password using email verification.
- Support for form EC-601, EC-602, EC-603, EC-604, and EC-605 [F-2.03].
- Initial lobbyist account registration flow with admin review.
- Support for multiple lobbyist entity types (lobbying firms, organizational lobbyist, expenditure lobbyist). A single lobbyist entity may have multiple types.
- Electronic filing for lobbyist registration forms
- Lobbyist fee payment integration with the City's payment processor.
- Electronic filing for quarterly lobbyist reports.
- Support for regular and pro-rated lobbyist fees, configurable by City admins.
- Lobbyist forms will be validated on the frontend and the backend and filers get to review watermarked draft forms before finalization
- Filings are stored in two versions: public (redacted) and private (unredacted).

Admins/Filing Officers

All non-Form-700-specific admin functionality as described in Section 2.2.2 for Form 700, plus

- Lobbyist dashboard [F-3.03], allowing for the management of lobbying entities and review of their annual registration status, quarterly reporting, and fee payment status [F-1.14].
- Lobbyist portals for each lobbying entity with the ability for admins to review associated filers, filings, messages, and upload documents and leave notes.
- Lobbyist fee configuration and payment integration management.
- New lobbyist filer account registration review workflow.
- Management of notification/document templates and pre-configured notifications scheduled via eFile's core messaging and scheduling subsystems.
- Extensive reporting and analytics subsystem with unlimited types of reports as specified/desired by the City.
- Payment report via eFile's payment integration, showing payment status [F-1.15].

Public

All public access functionality as described in Section 2.2.2 for Form 700, plus:

- Dedicated lobbyist filing search page (Lobbyist header) with rich filtering functionality, including, but not limited to, by lobbyist type and client [F-4.06].
- Lobbyist registration and activity reports [F-1.13]. Quarterly reports covering: non-filers, activity expenses, Municipal decisions lobbied by organization lobbyists, municipal decisions lobbied by lobbying firms, new registrations, terminations, expenditure lobbyist reports filed, and lobbyist reporting.
- Detailed full-text lobbyist search for lobbyists, activity, and clients [F-4.06].

2.5 Compliance Tracking [F-1.17]

eFile's compliance tracking module allows for the definition of recurring or one-off compliance requirements. Each compliance requirement can be freely specified and can recur on any desired schedule. Filers subject to the compliance requirement can be selected in bulk based on their filer type or individually. The compliance module has the following functionalities:

Filers

- Filers satisfy compliance requirements via compliance filings by providing required information and attachments as configured by admins for each compliance requirement.
- Filers may amend past compliance filings.
- Filers can be subject to any number of compliance requirements.
- Assignment and reminder notifications for compliance requirements.

Admins

- Admins can freely define an unlimited number of compliance requirements, including, but not limited to AB 1234 Ethics Training and Sexual Harassment Prevention Training.
- Past and future compliance dates are tracked and filers can receive automated reminders. Fully integrated with eFile's scheduling and templated notification / messaging subsystem.

- Admins can manually assign compliance requirements or use eFile's auto assignment feature.
- Admins may manually record compliance filings on behalf of filers. Admin and filer actions are tracked in eFile's audit log functionality **[F-1.11, IT-AS-5]**.

Note on Ethics Training: The FPPC continues to offer free ethics training for local agencies at <https://localethics.fppc.ca.gov>. With eFile, filers that are subject to the ethics training requirement complete their training with the FPPC system (or with a learning management system of the City's choice) and then upload their certificate to eFile as proof of completion.

3. Proposed New and Improved Functionality

eFile-SD has been in operation with the City for more than four years and the City has rightfully requested a set of improvements and enhancements to be implemented as part of this project. Innovation is at the heart of eFile and PCG will use this proposed renewal of the eFile-SD project to implement features that will set eFile further apart from competing solutions.

3.1 FilingLink for SEI Cross-Agency Filing

PCG is developing FilingLink as an open API implementation allowing to link filer accounts across agencies. FilingLink will facilitate the automatic cross-filing of annual Form 700 for filers with filing requirements at multiple agencies. FilingLink will be open to all electronic filing vendors and will not be limited to eFile.

PCG has been working with County of San Diego staff to create detailed requirements and specifications for FilingLink, which will be rolled out between the County and the City before the 2026 filing season. The City has already been invited to comment and contribute to requirements and specifications.

In short, FilingLink will function as follows:

- There are Agency A and Agency B.
- Filer F has filing requirements at Agency A and Agency B.
- Agency A and Agency B have agreed to support Filing Link between their systems. FilingLink can be initiated by the filer or by a filing officer. The link requires filing officer approval.
- Filing Link will be limited to annual filings.
- If the Filer files at Agency A and their Filer account is linked to their accounts at Agency B, then filing at agency A will create annual filings at agency B for the Filer, even if agency B has not yet assigned annual filings.
- The Filer will be notified that they will be filing at multiple agencies through FilingLink.
- The Filing Link must be direct. This means that if filing at Agency A is supposed to create filings at Agencies B and C, then links A<>B and A<>C must exist. If only A<>B and B<>C exist, filing at Agency A will not create a filing at Agency C.

FilingLink will greatly simplify the filing process for filers with filing requirements at multiple agencies. In turn, this will reduce the work load of filing officers. The implementation specifics of FilingLink are still in flux and the City will have the opportunity to make suggestions and changes as part of this project.

3.2 eFile-SD: A Trusted System [IT-RM-1, IT-RM-1.1]

City requirement [IT-RM-1.1] seeks a Trusted System under California Code of Regulations, Title 2, Division 7, Chapter 15 "Trustworthy Electronic Document or Record Preservation". PCG will upgrade eFile's document handling to satisfy these requirements. eFile-SD already satisfies many of the requirements (e.g., storage of multiple copies of documents at geographically distinct locations, [F-0.05]), but PCG will implement two important changes to be fully compliant as described below.

3.2.1 Adoption of the PDF/A standard

A Trusted System using PDF storage for documents must follow the PDF/A standard. PDF/A is a specialized version of the PDF format designed for long-term archiving and preservation of electronic documents. Unlike regular PDFs, a PDF/A file must be self-contained: it embeds all fonts, color profiles, images, and other elements needed to ensure the document can always be reproduced the same way, even decades later.

PCG will implement PDF/A for the unredacted, private versions of all new filings and will, if the city desires so, convert all historic filings to PDF/A format. PDF/A will typically require about ~30% more storage space than traditional PDF. This increase in storage requirements is priced into PCG's cost proposal.

3.2.2 Retention Management [F-1.07, F-1.08, F-1.09]

PCG will work with the City to define and implement document retention management workflows that satisfy State and City requirements using a flexible configuration and a review and approval process before documents and electronic filing data are permanently deleted.

3.3 Improvements to the SEI/Form 700 Module

3.3.1 Functionality for Filers to compare versions of filings [F-2.07]

Per City requirement, PCG will add functionality to eFile that allows filers to view comparison of previous versions of electronic filings to the most recent amendment. This feature will be accessible via the Filer's profile Filings tab and via the main tab recent filings table. PCG will work with the City team to determine the detailed specifications of this feature. Naturally, only versions of electronic filings can be compared.

3.3.2 Public Search Capability Improvements [F-4.02, F-4.03, F-4.04, F-4.07]

Per City requirements, PCG will upgrade the search functionality for SEI data. Specifically, PCG will:

- work with the City to define categories of search terms (e.g., organization, filer, transaction, type of filing, or other customizable commands) that make searches more specific **[F-4.02 "Search Commands"]**;
- implement support for fuzzy searches and stemming/close matches in both general and detailed SEI searches **[F-4.03 "Word Stems"]**;
- implement the export of transactional data of specific filers in .csv or .xlsx format **[F-4.04 "Transactional Data"]**.

Further to the above, PCG will add a disclaimer that will refer the public to the FPPC for unredacted copies of Form 700 for 87200 filers **[F-4.07 "87200 Filers"]**.

3.3.3 Historical View Option [F-1.12]

Per City requirement, PCG will implement a historical view option that will allow admins (and, optionally, the public) to select a SEI filer and review all historical filings and drill down to the transaction level (only for electronic filings). PCG will work with the City to define and implement the details of this functionality.

3.3.4 Schedule A-2 Investments Upload

Some filers, in particular those with trusts, often have a large number of investments associated with Schedule A-2 entities. PCG will implement Excel-template based upload of these investments, similar to how Schedule A-1 upload functions today.

3.4 Improvements to the Campaign Module

3.4.1 Campaign Committee/Filings Review and Referrals [F-3.05, F-3.07]

Per City requirement, PCG will add functionality that will allow City filing officers to review campaign filings, mark them as reviewed, record notes (e.g., violations), and assign amendments. Reviewed filings will be marked as such and eFile will have functionality to run reports on reviews and review outcomes. It will be possible for filing officers to mark Filers/Committees and filings as having been referred to enforcement.

3.4.2 Campaign Filing Dashboard, Analytics, Compliance Reports [F-1.14, F-3.02]

Per City requirement, PCG will upgrade eFile's current campaign scheduling functionality to give it the ability to display and report on campaign filing status on a dashboard and in reports. PCG will work with the City to define the details of the dashboard and reporting.

3.4.3 Functionality for Filers/Committees to compare versions of filings [F-2.07]

Per City requirement, PCG will add functionality to eFile that allows filers to view comparison of previous versions of electronic filings to the most recent amendment. This feature will be accessible via the Committee's profile Filings tab. PCG will work with the City team to determine the detailed specifications of this feature. Naturally, only versions of electronic filings can be compared.

3.4.4 Historical View Option [F-1.12]

Per City requirement, PCG will implement a historical view option that will allow admins (and, if desired, the public) to select a Campaign filer or committee and review all historical filings and drill down to the transaction level (only for electronic filings). PCG will work with the City to define and implement the details of this functionality.

3.4.5 Upload of Forms for which local filing officer only needs a copy [F-2.04]

Per City requirement, PCG will implement functionality on the filer side, allowing filers to upload forms for which the local filing officer only needs a copy, e.g. Form 410.

3.4.6 Public Search Capability Improvements [F-4.02, F-4.03, F-4.04]

Per City requirements, PCG will upgrade the search functionality for campaign data. Specifically, PCG will:

- work with the City to define categories of search terms (e.g., organization, filer, transaction, type of filing, or other customizable commands) that make searches more specific [F-4.02 "Search Commands"];
- implement support for fuzzy searches and stemming/close matches in both general and detailed campaign searches [F-4.03 "Word Stems"];

- implement the export of transactional data of specific committees or candidates in .csv or .xlsx format where it is currently missing [F-4.04 “**Transactional Data**”].

3.5 Improvements to the Lobbyist Module

3.5.1 City-managed list of City Officials

In order to make reporting more robust, PCG will implement an option for the City to pre-define and manage a list of public officials that can be linked to lobbying activity in lobbyist registrations and quarterly reports. This City-managed list is optional and, if desired by the City, lobbyists will still be able to write-in officials not included in the City-managed list. PCG will update reporting and statistics accordingly.

3.5.2 Functionality for Filers/Committees to compare versions of filings [F-2.07]

Per City requirement, PCG will add functionality to eFile that allows filers to view comparison of previous versions of electronic filings to the most recent amendment. This feature will be accessible via the Lobbying entity’s profile Filings tab. PCG will work with the City team to determine the detailed specifications of this feature. Naturally, only versions of electronic filings can be compared.

3.5.3 Historical View Option [F-1.12]

Per City requirement, PCG will implement a historical view option that will allow admins (and, if desired, the public) to select a lobbying entity or a lobbyist filer and review all historical filings and drill down to the transaction level (only for electronic filings). PCG will work with the City to define and implement the details of this functionality.

3.5.4 Lobbyist Filing Review [F-3.06]

Per City requirement, PCG will implement a workflow for reviewing lobbyist filings, including functionality for admins to leave notes and assign amendments. This feature will be accessible for appropriately permissioned admins from the filings dashboard and from committee portals. PCG will work with the City to define and implement the details of this functionality.

3.5.5 Lobbyist Filing / Lobbying Entity Enforcement Referral [F-3.07]

Per City requirement, PCG will implement functionality to mark a lobbying entity and/or specific filing as having been referred to enforcement. This information will also be accessible via reporting, the details of which will be defined and implemented in collaboration with the City.

3.5.6 Public Search Capability Improvements [F-4.02, F-4.03, F-4.04]

Per City requirements, PCG will upgrade the search functionality for campaign data. Specifically, PCG will:

- work with the City to define categories of search terms (e.g., organization, filer, transaction, type of filing, or other customizable commands) that make searches more specific [F-4.02 “**Search Commands**”];
- implement support for fuzzy searches and stemming/close matches in both general and detailed lobbyist searches [F-4.03 “**Word Stems**”];

- implement the export of transactional data of specific lobbying entities in .csv or .xlsx format where it is currently missing [F-4.04 “Transactional Data”].

3.5.7 Quarterly Lobbyist Report Notifications with Attachments [F-1.16]

Per City requirement, PCG will implement templated notifications to be sent to subscribers with attached quarterly reports in PDF, .CSV, or .XLSX format. PCG will work with the City to define the precise format of these report attachments. If the city desires so, this feature can be made available to any individual submitting their email address, without account creation. However, PCG suggests to integrate this with eFile’s existing public notification system, that supports public-initiated registration, account creation, and settings management. This will make it substantially easy for individuals to change their preferences and add filters regarding which reporting they are interested in. If the City prefers an accountless subscription, then PCG will still need to require an email confirmation workflow for spam prevention.

3.6 Other General Improvements and New Features

3.6.1 Flexible Task Management [F-3.03]

Per City requirement, PCG will implement admin task assignment and management for generic or pre-defined tasks, including filtering and reporting. PCG will use eFile’s existing task management and scheduling system and add admin functionality to create, manage, and report on tasks. PCG will work with the City to create a task assignment and management subsystem that meets the City’s requirements.

3.6.2 Fine-grained Admin Notification Management and Customization [F-3.12]

Per City requirement, PCG will drastically increase the flexibility of eFile admin notification subsystem to give admins flexibility to receive notifications based on fine-grained criteria such as filer, filing type, amendment, etc.. PCG will work with the City to define functionality and implementation details.

3.6.3 Automated Review and Checking of Hyperlinks [F-1.19]

Per City requirement, PCG will implement automated and recurring (monthly, weekly, or daily) checking and review of hyperlinks throughout eFile in order to avoid broken links. The automated checking process will notify PCG staff who will then remediate quickly.

3.6.4 Support Issue Tracking Dashboard

PCG has been working on its new support system “Support Meister” and has recently begun issuing ticket IDs on support requests. As part of this project, PCG will add a support ticket dashboard to eFile where admins can review the status of submitted support requests and can create new support requests with attachments and set the level of severity of the issue.

3.6.5 Customizable Data Fields [F-2.09]

Per City requirement, PCG will implement functionality to add an unlimited number of custom data fields to filer, lobbyist, and campaign entity profiles.

4. Technical Approach [IT-DD-1, IT-DD-2, IT-DCC-1 – IT-DCC-9]

4.1 Technology Stack

eFile is a modern, responsive software-as-a-service web application based entirely on open-source software that is free of licensing fees and is actively maintained by large global developer communities. Over the past four and a half years, eFile’s technology choices have proven to be exceptionally robust, reliable, and flexible. All functionality is inherently modular and extensible, making future changes and additions easy to implement.

4.1.1 Frontend Technologies

- TypeScript/JavaScript/React with CSS/Styled Components/Tailwind CSS.
- Next.js 15+ / React 19+ framework for dynamic server-side/client-side rendering with Node.js 22+ LTS.
- City of San Diego design system, fonts, logos, and icons as desired by the City.
- Fully responsive and accessible design.
- Support for all modern browsers: Edge, Chrome, Firefox, and Safari, and their mobile versions [I-3.11].
- Containerized deployment based on Ubuntu 24 LTS base images in the AWS Elastic Container Service.
- Frontend errors and performance are tracked using <https://sentry.io>, an error and performance monitoring platform that facilitates auditing and alerting. Meaningful error messages are displayed to users for known errors [IT-AS-7].

The eFile frontend is based on responsive HTML5/JavaScript/TypeScript within the React/Next.js framework. React is a broadly used abstraction on top of JavaScript/TypeScript that makes it easy to build modular, component based applications that are easy to maintain and extend. Next.js provides for dynamic server-side (pre-)rendering of pages, which results in faster page load times and an improved user experience. React/Next.js compile React JSX/TSX code to highly performant, minimized HTML5/CSS/JavaScript packages that ensure quick load time and broad browser compatibility with Chrome, Edge, Firefox, Safari, and Opera [I-3.11]. eFile uses pre-styled, but highly-customizable frontend components.

4.1.2 Backend Technologies

- Python 3.12+ FastAPI RestAPI Framework. [IT-OSTD-1, IT-OSTD-2]
- PostgreSQL high-availability AWS Aurora Database (encryption at rest, encryption in transit). Data of different agencies are segregated on a database level.
- SQLAlchemy Object Relational Model (ORM).
- Simple Storage Service (S3) object storage for documents with encryption at rest, encryption in transit [F-0.05].
- Redis/Celery for asynchronous workers (e.g., for PDF generation and async workflows).
- HTTPS TLS encryption with TLS termination at the AWS load balancer within a private virtual cloud, or, alternatively, TLS certificates obtained by PCG or by the City.
- Python/ReportLab for PDF document generation.

- Python/Pandas for reporting, data analytics, and Excel/CSV export [F-1.04].
- Support for file upload in common formats as required by the city [F-1.04].
- Containerized deployment based on Ubuntu 24 LTS base images in the AWS Elastic Container Service.
- Backend errors and performance are tracked using <https://sentry.io>, an error and performance monitoring platform that facilitates auditing and alerting.

eFile’s backend is written in the Python programming language (Version 3.12+) and employs the FastAPI framework to listen and respond to HTTP requests. The encryption layer (the “S” in HTTPS) will be provided via a load balancer behind which all traffic is in a private network (virtual private cloud, VPC).

FastAPI is a highly-performant, modern, asynchronous web/REST API framework that uses the OpenAPI standard to automatically generate API documentation. The REST API will ingest data from the frontend (or a programmatic user) in JSON or binary format (for binary files, such as PDF or XLSX documents). FastAPI is compatible with all common authentication schemes (e.g., basic auth, token/cookie auth) and will integrate with the City’s SAML2 SSO system [IT-AS-1]. This integration is currently used by the Cities of San Diego, Palo Alto, National City, and Burbank. Python/FastAPI makes it straightforward to integrate with third-party APIs such as payment providers.

eFile’s backend will be deployed in the form of horizontally scalable containers on AWS’s Elastic Container Service, using Ubuntu 24 LTS base images. Longer-running jobs, such as the generation of large PDF files, of complex reports, or any other computationally intensive functionality, will be handled by asynchronous worker processes running in containers that are separate from request-servicing FastAPI containers. These workers will be orchestrated via the Redis/Celery async worker stack. The entire backend server architecture is designed for smooth automatic scaling to meet user demand.

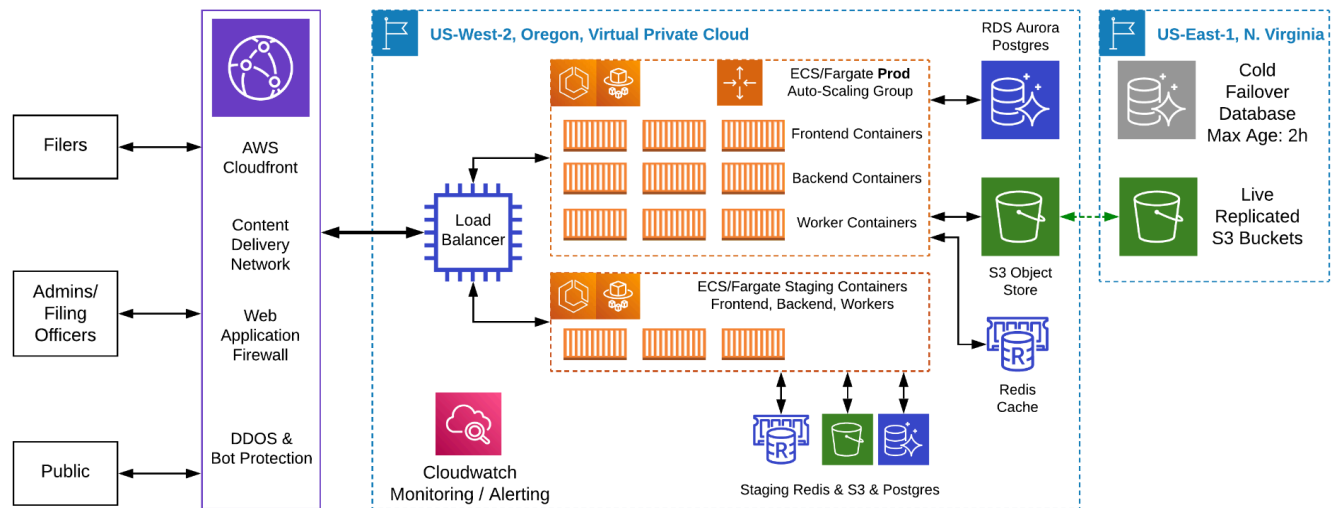
eFile-SD is a single tenant solution with logical data separation by using a single-tenant database [IT-AS-8].

4.1.3 Continuous Integration and Delivery (CI/CD) [F-1.05, I-3.08]

eFile source code is under version control on GitHub. PCG employs GitHub’s “Action” functionality to perform automated frontend and backend unit, integration, and end-to-end tests. GitHub Actions are also used to build container images for frontend, backend, and worker deployments. Once built, the images are securely stored in AWS’s Elastic Container Registry from where they are deployed to staging (test) and production systems. All eFile deployments are zero-downtime deployments.

4.2 Cloud Infrastructure and Service Delivery [I-3.09, I-3.14, I-3.15, I-3.16, IT-HSTD-5]

eFile Cloud Architecture



4.2.1 Overview [I-3.02]

PCG relies on the high-availability Amazon Web Service cloud infrastructure for the deployment and operation of eFile. The City will have access to a staging (test/sandbox) environment and a production environment of eFile.

The above graphic details an overall schematic of eFile’s cloud infrastructure. Traffic from the public internet is routed through AWS’s CloudFront content delivery network that employs a web application firewall to protect against attacks and malware. All critical infrastructure is within a virtual private cloud (VPC, a VPN) in the US-West-2 region. PCG accesses the VPC for maintenance only through VPN-secured connections. No other access to the VPC is possible.

Traffic from CloudFront arrives at the load balancer. The load balancer is depicted as a single entity, but in reality it is a high-availability solution with multiple redundant systems managed by AWS. The load balancer branches traffic to the production or test clusters. Requests are served by frontend and backend containers running in AWS’s Elastic Container Service (under Fargate). Auto-scaling of request-serving containers is based on sustained requests/s, with each frontend container serving ~20 requests/s and each backend container serving ~10 requests/s.

eFile electronic filing data are stored in a PostgreSQL (version 16+) database on AWS’s RDS Aurora service with separate writer and reader instances for redundancy.

The Redis in-memory database is used for caching and for orchestrating/queuing workloads for asynchronous workers (PDF generation, report generation, integrations etc.). Data are stored encrypted at rest and in transit. Row-level encryption is optionally available. Passwords are stored only as hashes. Documents and database backups are stored in AWS’s ultra-reliable Simple Storage System (S3) buckets.

(encrypted at rest, encrypted in transit). All S3 objects are versioned and automatically replicated to the US-East-1 region, which is eFile’s failover region.

eFile systems are monitored via AWS Cloudwatch, which provides metrics monitoring, a logging facility for audit and systems logs [IT-AS-5], and automated alerting. In addition, PCG leverages sentry.io to monitor frontend and backend systems for errors and performance issues. Logs are retained for 365 days. PCG monitors service availability using uptimerobot.com.

4.2.2 High Availability, Failover, Redundancy, Integrity, Disaster Recover [I-3.15, I-3.16, IT-AS-6]

eFile leverages AWS’s infrastructure for high availability, failover, redundancy, integrity and disaster recovery. All eFile deployments are within one AWS region, but utilize multiple datacenters (so-called availability zones). eFile will continue to function even if one of the availability zones becomes unavailable. Within one availability zone, high-availability and redundancy is guaranteed by AWS’s Elastic Container Service that automatically replaces resources that become unavailable. At any moment, even if traffic is minimal, there are always at least two frontend and backend containers available for serving requests. Failover is automatic via frequent health checks.

In the case of a complete failure of the AWS US-West-2 region, eFile can be fully recovered in the US-East-1 region within ~24 hours and likely substantially less time, since most of eFile’s infrastructure is encoded in Terraform configuration files (“infrastructure as code”), allowing PCG to quickly spin up comparable infrastructure in a different AWS region. Since eFile database backups are run every two hours and retained for a month (and for 180 days at a one-day cadence), the maximum window of data loss due to a complete US-West-2 failure is two hours. Note that AWS has never had a complete failure of one of its regions.

4.2.3 Scalability

PCG has four years of experience operating eFile for agencies of scales comparable to the City of San Diego, for example the County of San Diego. On peak filing days (e.g., 04/01, the annual Form 700 deadline), the maximum number of requests per second served by eFile has been around 30 requests per second. This is a moderate amount of traffic that is easily handled by eFile’s infrastructure. PCG performed tests with up to hundreds of requests per second to validate eFile’s scalability. eFile is protected by AWS Shield/Cloudfront against distributed denial of service attacks.

(1) Web requests serving scalability

Requests are served by frontend and backend containers running in AWS’s Elastic Container Service (under AWS Fargate). Auto-scaling of request-serving containers is based on sustained requests/s, with each frontend container serving ~20 requests/s and each backend container serving ~10 requests/s. Each container has one CPU and 2 GB of RAM. Scaling is horizontal, seamless, and occurs fully automatically without any service interruption, managed by AWS.

(2) Workload scalability

Some containers are “worker” containers that carry out compute-heavy operations (e.g., the rendering of reports and PDF filings). These workers scale based on their CPU load.

(3) Database scalability

eFile's AWS Aurora database will scale horizontally by adding additional reader instances and vertically by increasing the writer and reader instance core count and main memory. Based on PCG tests, eFile can scale to more than 1000 requests per second on the basis of available AWS RDS instance types.

Horizontal autoscaling is seamless and can be automated. However, currently PCG is keeping the eFile Aurora instances fixed, since they are already more than capable of handling usage peaks up to and beyond 50 web requests per second (most requests read, few write). Should the need for automatic scaling arise, PCG will implement it or switch to a fully serverless Aurora platform.

4.2.4 Monitoring and Alerting

eFile uses a range of tools for performance monitoring and alerting. Capacity planning is based on historic metric data and anticipated demand, and limited, primarily, to database scaling, since other resources scale fully automatically.

- **Sentry** is a frontend and backend error detection, logging, and performance monitoring system. All aspects of eFile are instrumented with Sentry and the eFile team is automatically alerted via email and Slack messages when unhandled frontend or backend errors occur. This enables the team to react quickly and proactively develop fixes that in some cases can be deployed even before a customer support request is received.
- **Cloudwatch** is AWS's metrics and logging service. eFile uses cloudwatch for service load monitoring (e.g., requests/second served) and automated alerts (email, Slack, text message) are configured to alert team members in the case of outlier events that require attention.
- **Grafana** is an open-source telemetry and logging platform. eFile uses Grafana primarily for storing and querying server logs and log-based metrics. Grafana's advanced query language allows eFile team members to quickly find potential issues in detailed server logs. Server logs are archived for a minimum of 365 days.

4.3 Integration with City Systems [F-1.03]

PCG offers the following integrations as part of the deployment of eFile for the City of San Diego:

- Single-sign on [SSO] integration with the City's identity provider, which makes it easier for city filers and admins to access eFile (no username/password required) [IT-AS-1]. Non-city filers will still be able to use eFile with regular username (email) and password authentication.
- Email integration with the City's email service / SMTP provider.
- Subdomain integration as <https://efile.sandiego.gov> or a similar subdomain as desired by the City.
- Payment integration with the City's payment processor and backend integration (via direct API integration or nightly file exchange) with the City's accounting system to track the different kinds of payments that will be made through eFile's payment integration.

4.4 Information Security [F-1.01, I-3.08, IT-AS-3, IT-AS-4, IT-ACAR-1, IT-ACAR-2]

PCG and its eFile solution are compliant, certified, and audited under AICPA's SOC 2 Type II standard. PCG's SOC 2 Type II report can be accessed at <https://trust.efile.systems> or obtained via email from ott@pasaconsult.com. PCG follows operational and cybersecurity best practices as promoted by NIST and OWASG, including regular (typically weekly) patching and upgrades of software components

[IT-AS-9, IT-AS-10, IT-IDS-8]. eFile uses the Vanta platform to monitor compliance with SOC 2 Type II and for vulnerability management **[IT-AS-10]**.

PCG affirms that eFile-SD is in compliance with **IT-ACAR-1** and **IT-ACAR-2**, ensuring all sensitive information is encrypted, access-controlled, and audit-logged in accordance with City standards and policies.

Further to the above, PCG and its eFile platform are committed to meeting and exceeding the City of San Diego's security, privacy, and uptime expectations. In alignment with the City of San Diego's expectations, all data storage is redundant and geographically distributed across AWS regions, with a guaranteed uptime of 99.9%, excluding scheduled maintenance.

All eFile traffic is secured over HTTPS with SSL/TLS certificates, and PCG infrastructure follows modern DevSecOps practices, including Infrastructure as Code (IaC), encryption of sensitive data at rest and in transit, and annual disaster recovery testing. Sensitive information such as passwords, PII, and form content is encrypted and access-controlled using role-based permissions **[F-1.06, IT-AS-2]** and audit logging.

System administration is restricted to authorized personnel with clearly defined security access thresholds. The eFile system enforces strong session management practices (timeout and invalidation policies) and supports secure password recovery mechanisms with multi-factor authentication options, in alignment with best practices and City standards.

4.5 Accessibility and Section 508 / WCAG 2.1+ Compliance [I-1.02, F-2.05, IT-OSTD-9]

PCG, as part of its initial eFile development for the City of San Diego, has gained extensive experience in building responsive and accessible web applications, following and in part exceeding the Section 508 and WCAG 2.2 standards (<https://www.w3.org/TR/WCAG22/>) at level AA. Satisfying the City's requirement A4.2, at a minimum, eFile web pages implement the following:

- **Non-text content alternatives:** All meaningful images and media include text equivalents (WCAG 1.1.1).
- **Media alternatives:** Where applicable, synchronized captions or transcripts are provided (WCAG 1.2.x).
- **Responsive and adaptable layouts:** eFile supports a range of devices and orientations, and uses ARIA landmarks and HTML5 elements to ensure content structure is preserved (WCAG 1.3.x).
- **Enhanced visibility:** Foreground and background contrast meets high-contrast guidelines, with support for text resizing, spacing, and color independence (WCAG 1.4.x).
- **Keyboard operability:** All system features can be accessed via keyboard (WCAG 2.1.x).
- **Timing control:** Users are given sufficient time to interact with content, including controls to pause or replay multimedia (WCAG 2.2.x).
- **Avoidance of harmful content:** The platform avoids flashing or seizure-inducing elements (WCAG 2.3.x).
- **Clear navigation and orientation:** Consistent UI components help users identify their location and move easily within the system (WCAG 2.4.x), including proper link highlighting **[F-2.05]**.

- **Multi-input support:** Touch, keyboard, and mouse input are all supported (WCAG 2.5.x).
- **Comprehensibility:** Language is simple and clear, with support for translation tools like Google Translate (WCAG 3.1.x).
- **Predictability:** Interface behavior is consistent and intuitive (WCAG 3.2.x).
- **Input validation and error correction:** Forms include input assistance, error messages, and suggestions for correction (WCAG 3.3.x) **[IT-AS-7]**.
- **Assistive technology compatibility:** The system is designed for compatibility with screen readers and other assistive tools (WCAG 4.1.x).

Since the initial deployment of eFile at the City of San Diego, the City's screen reader implementation has changed. PCG will work with the City IT team to refresh eFile's support for the City's screen reader solution.

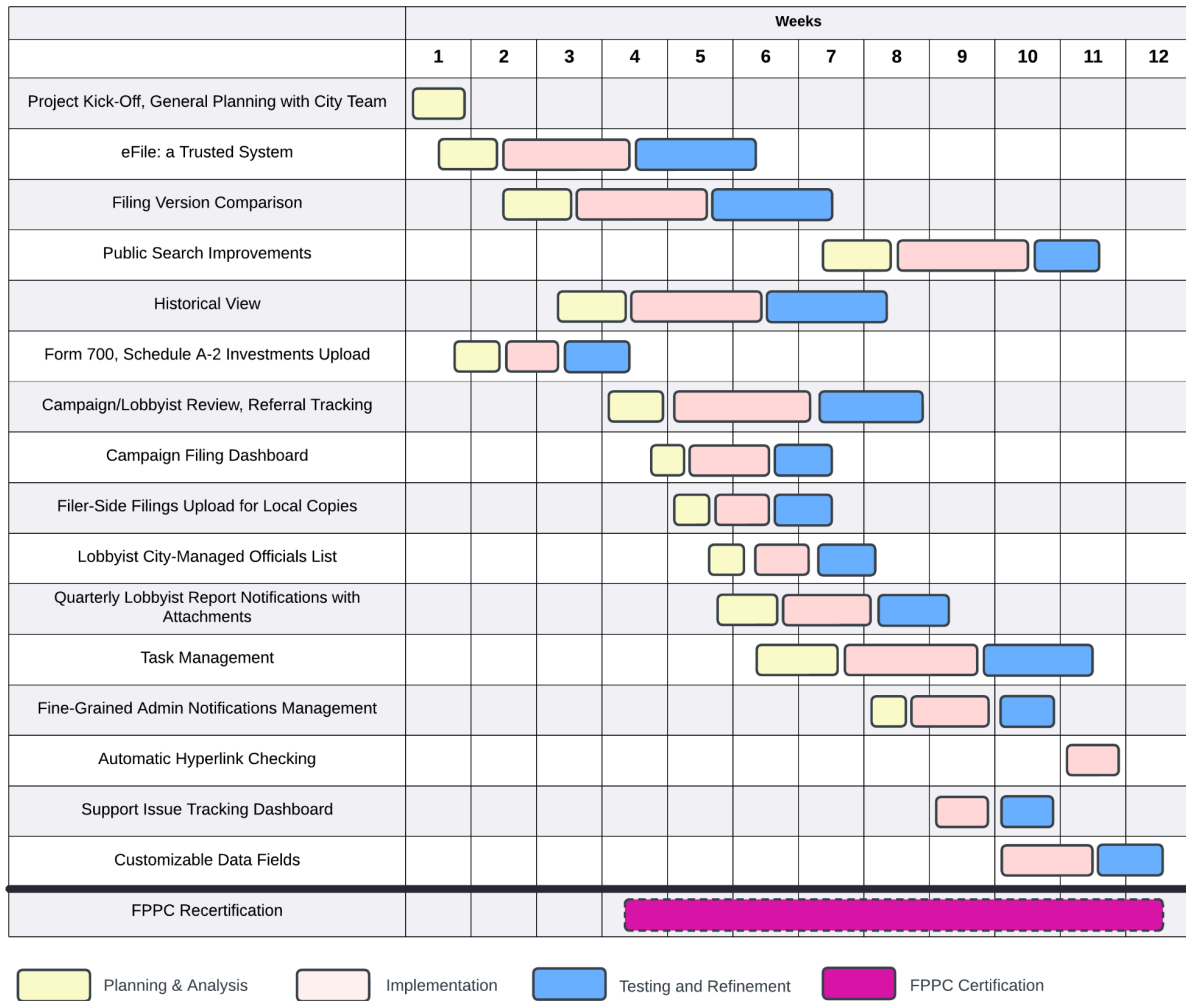
PCG has completed a Voluntary Product Accessibility Template (VPAT) per requirement [I-1.02]. It has been uploaded as a separate file and made part of this proposal.

5. Implementation, Planning & Training [I-2.01]

This Section appears as part of the main proposal and also as a separate document per [I-2.01].

5.1 High Level Project Plan [I2.01a]

New & Improved eFile Feature Timeline – City of San Diego



eFile-SD is fully operational now and will be fully operational throughout the implementation phase of this project. We project a twelve-week implementation timeframe to improve eFile and add the new features required by the City and discussed in Section 3 of this proposal.

The above Gantt chart summarizes the timeline for PCG's implementation work in collaboration with the City team. For each new feature, there will be a planning and analysis, and implementation, and a testing and refinement phase. The durations of these phases for each development deliverable correspond to the complexity of that deliverable and PCG's estimate of engineering hours required to complete it (see also Section 5.7). Please note that the FilingLink (Section 3.1) is not included, since PCG plans on delivering this feature before the start of the proposed project in January 2026.

Implementation and testing phases for different deliverables overlap, since PCG has multiple engineering team members that can be efficiently allocated between deliverables. PCG aims to minimize the overlap of planning and testing phases in order to minimize the workload of the City team, who will be most involved in planning and testing phases. Once an initial version of a feature is available, it will be deployed to the City's test system. City staff can then test and provide feedback, which in turn triggers another cycle of development and testing (Agile Methodology). These cycles continue until the City accepts the feature and it is deployed to the production system.

Project progress will be tracked in weekly progress reports and weekly progress meetings between the PCG and City teams during the implementation phase.

PCG expects the system to be ready for FPPC recertification no later than week 4 of the project. The duration of FPPC recertification testing is outside of PCG's control, but experience with the FPPC team has shown that this phase may take 4 to 8 weeks and, in extreme cases, even longer. Because of this, **the FPPC recertification poses the single greatest threat to the project's on-time completion.**

5.2 Roles of the Project Team [I2.01b]

Project Principal

PCG's project principal will be principally responsible for all aspects of the project and will be the principal point of contact for the City. The project principal will be the "product owner" on the PCG side and will solicit input from the City team in order to formulate detailed implementation plans and assign tasks to the engineering team. The project principal will also be the final quality gate before features are released to the City for testing. After the implementation phase, the project principal will continue to oversee operations and support for the project.

Software Engineers

PCG's software engineers will work closely with the project principal and will also participate in planning sessions with the City for features whose implementation they will be leading. The engineers will execute tasks specified by the principal and will follow the peer-review principle for reviewing and testing newly developed functionality. After the implementation phase, the software engineers will be involved in operations and support.

UI/UX Designer

The designer will be consulted by the PCG team for designs of new user interface features. They will provide input and create designs for the software engineers to implement in eFile's frontend.

Operations Manager

PCG's operations manager will be responsible for the commercial, administrative, and HR aspects of the engagement. Duties include contract administration; preparing compliant invoices aligned with City billing requirements; tracking progress, and producing monthly internal financial reports. They serve as the primary point of contact for the City on administrative matters.

5.3 Role of the City [I2.01c]

PCG will need to work closely with the City Clerk team in order to flesh out detailed requirements and implementation details of the deliverables summarized in Section 5.7. The PCG team already has a close working relationship with the City Clerk's office, which will make the process easy and efficient.

City Project Manager / Product Owner

The City project manager or product owner will be the person in charge of interfacing with PCG's project principal to oversee the project from the City's side. They will be PCG's principal point of contact with the City and will ensure that PCG has all the information necessary to implement the deliverables to the City's specifications. They will conduct final testing before accepting deliverables. PCG estimates that the City's project manager may spend four to eight hours per week on the project during the implementation phase. This includes meetings, testing, and communication.

City Project Team Member

Project team members are subject-matter experts in the City Clerk's office who interact with eFile daily. They will provide input in planning and analysis meetings and will work with the PCG team to test features as they are rolled out to the City's test system. PCG estimates that in total 4 to 8 hours of project team member time per week may be required during the implementation phase.

5.4 Description of a recommended team structure including City and Implementor staffing [I2.01d]

5.4.1 Implementation phase

PCG • Project Principal • Two to three software engineers • Designer • Operations manager	City • Project Manager / Product Owner • Two to three project team members
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5.4.2 Operations phase

PCG • Project Principal • One to two software engineers • Operations manager	City • Project Manager / Product Owner • Two project team members
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5.5 List of key personnel functions, staffing profiles, and responsibilities to cover the implementation, training and support [I2.01e]

Christian D. Ott, Project Principal – PCG managing member

Christian holds a doctorate in computational astrophysics and has more than thirty years of experience in

software and web development in private and government contracting. After a distinguished career in academia, he joined the private technology sector in 2018 and has been focusing on state and local government contracting since 2020. In 2021, he designed and oversaw the implementation of the eFile electronic filing system for the City of San Diego. PCG, under Christian's leadership, delivered to City specifications and within budget. Christian also led the City of San Diego's payment integration for lobbyist fees and the implementation of eFile's powerful campaign accounting and reporting module. **Christian oversees all aspects of the eFile Project and is the principal on all PCG contracts for electronic filing. He will be the project principal on this proposed project with the City of San Diego. He will also contribute in a software engineering role during the implementation phase and will oversee operations, training, and support in the operations phase.**

Alexander Buitron, Software Engineer – PCG Principal Engineer, Managing Member

Alex is a former U.S. Army Reconnaissance Scout Sniper with combat deployments to Iraq and Afghanistan, where he led precision-targeted reconnaissance missions and honed his ability to operate under extreme pressure. Today, he is managing member and serves as Principal Engineer at PCG, overseeing the development of the eFile platform and custom SaaS solutions for agencies. He brings deep expertise in software architecture, data engineering, and AI integration, applying mission-critical discipline to high-impact system design. He has delivered scalable cloud-based solutions for clients such as LODON, The Jules, and he served as chief technology officer at Glass Compliance Inc., a compliance technology startup. Alex studied Data Science at the USC Viterbi School of Engineering and holds a Bachelor of Business Administration with a focus on Finance and Entrepreneurship from USC. He has also completed formal training in cybersecurity, data warehousing, and advanced analytics. **Alex will serve as lead software engineer in the implementation phase of this project.**

Guillermo Hernandez, Software Engineer – PCG Senior Software Engineer

Guillermo is a Senior Software Engineer at PCG specializing in scalable municipal and compliance-focused software systems. At PCG, he has contributed to the development of the eFile platform, implementing key features using Next.js, TypeScript, and FastAPI, and integrating services such as AWS S3 and SendGrid. His work supports accessibility and streamlined onboarding for multi-agency use. He also previously developed SaaS tools and AI-powered chatbots using OpenAI and LangChain at a different firm. Guillermo was part of the initial development team of eFile in 2021 and has re-joined our team in 2025. Guillermo holds a B.S. in Computer Science from the University of California, Irvine. **Guillermo will serve as a software engineer in the implementation phase of this project.**

Blane Lysak, Software Engineer – PCG Software and Support Engineer

Blane is a self-taught Full-Stack Developer with over five years of experience building responsive web and mobile applications. Blane has been with PCG and eFile since 2020. Blane has led frontend and backend development for the eFile platform, including the cross-platform eFile Gift Tracker mobile app built in React Native. His work spans eFile customization for agencies, UI/UX design, backend integrations and data modeling, SEO optimization, API integrations (e.g., OpenAI, Google Maps), and quality assurance. He also serves as eFile's most experienced support engineer, contributing to customer support, documentation, testing, and customer training. Blane studied computer science independently through programs from HarvardX, ColumbiaX, and other online platforms. **Blane will serve as a**

software engineer in the implementation phase of this project and will continue to support it as a software and support engineer in the operations phase.

Magdalena (Lena) Marschall, Operations Manager – PCG Operations and HR Manager

Lena has more than a decade of experience as an operations, support, and HR professional. After studies of Art History and Cultural Anthropology at Humboldt University, she gained experience as a Program Coordinator at the Armory Center for the Arts, a non-profit in Pasadena, CA. She has been with PCG since its inception in 2020 and oversees operations, customer support, and human resources. **Lena will serve as PCG Operations Manager throughout this project.**

Ulrike (Rike) Schmidt, Designer – PCG UI/UX Designer

Rike has been with PCG since 2020 as a part time designer and user interface specialist. She holds a B.A. from Bauhaus University, Weimar. Rike has a decade of experience in graphic and responsive web design with a track record of delivering exceptional user experiences. Rike is the principal designer of all PCG software products, including eFile. In particular, she is the person responsible for eFile’s user-friendly layout and modern design. **Rike will serve as designer on the proposed project with the City of San Diego.**

5.6 High level explanation of how you plan to successfully implement the Solution requirements. [I2.01f]

Note: City requirement [I2.01f] mentions 120 hours of on-site implementation work. Based on our experience with the first eFile-SD deployment, PCG believes these hours are unnecessary to achieve all project objectives remotely. However, PCG remains available to provide on-site implementation support if requested by the City.

eFile-SD, as is, already satisfies the majority of the City’s requirements. In other words, the solution is already implemented and operating in production.

The implementation phase of this project will bring about important improvements to existing features and new features per the City’s requirements. PCG has a proven track record of delivering software solutions (eFile-SD being a prime reference) and PCG’s staffing and level of expertise are more than adequate to deliver the requested improvements and new features. PCG also has a proven track record of reliable operations and exceptional customer support, as all of its customers will attest.

Another important aspect is PCG’s pre-existing productive relationship with the City team. Through continuing close collaboration with the City team, PCG will be able to deliver improvements and new features that satisfy and exceed City requirements.

5.7 Summary of Software Development Deliverables

The City is requiring a number of new features and improvements to eFile. In addition, PCG has also proposed a number of key improvements to eFile’s capabilities. The details of these enhancements are discussed in Section 3 of this proposal.

In the following, we concisely summarize the software development deliverables of this proposed project:

1. eFile-SD: A Trusted System (PDF/A and Retention; Section 3.2)
2. Filing Version Comparison, SEI/Campaign/Lobbyist (Sections 3.3.1, 3.4.3, 3.5.2)
3. Public Search Improvements, SEI/Campaign/Lobbyist (Sections 3.3.2, 3.4.6, 3.5.6)
4. Historical View, SEI/Campaign/Lobbyist (Sections 3.3.3, 3.4.4, 3.5.3)
5. SEI Schedule A-2 investments upload (Section 3.3.4)
6. Filings Review & Referral Tracking, Campaign/Lobbyist (Sections 3.4.1, 3.5.4, and 3.5.5)
7. Campaign Filing Dashboard (Section 3.4.2)
8. Filer-side Campaign Filing Upload for local copies (Section 3.4.5)
9. City-managed Public Officials List, Lobbyist (Section 3.5.1)
10. Quarterly Lobbyist Report Notifications with Attachments (Section 3.5.7)
11. Task Management (Section 3.6.1)
12. Fine-Grained Admin Notifications Management (Section 3.6.2)
13. Automatic Hyperlink Checking (Section 3.6.3)
14. Support Issue Tracking Dashboard (Section 3.6.4)
15. Customizable Data Fields (Section 3.6.5)

Note that FilingLink (Section 3.1) is not listed in the above. This is because PCG plans on delivering this feature already before the end of calendar year 2025.

5.8 Training and Documentation [F-0.04]

PCG is committed to offering unlimited training for admins and filers via videoconferencing (which can be recorded for City use).

This project will be a continuation of the previous eFile-SD. PCG does not expect major changes in the user interface and overall functionality on the basis of City requirements. Hence, the required training for admins, filers, and the public will be minimal. PCG will be happy to conduct additional training sessions at any time during the implementation and operation phases of this project. This may be useful for demonstrating the use of newly implemented features.

PCG offers extensive online and in-context help and documentation, via its online help system and via “Help” buttons throughout the various filing flows. As part of this project, PCG will review and update all existing help pages to reflect the current state of eFile-SD’s functionalities.

6 Support, Operations, Maintenance, and Training

6.1 Support [IT-SD-1]

PCG offers unlimited technical support from **7am to 6pm Pacific time** on business days to filers and City staff (filing officers, admins) via phone, email, and PCG's support ticketing system. The support ticketing system includes automatic escalation and notifications based on service level requirements, the progress of the issue, and the ensuing resolution. The support ticketing system will be accessible to City staff directly through eFile.

PCG observes the following service levels for support requests.

Severity Level	Maximum Response Time	Target Resolution Time
1 – CRITICAL (system unavailable)	Immediate upon receipt of request, but not more than 30 minutes.	As fast as possible; likely less than one to four hours. eFile has never had a downtime of more than a few minutes.
2 – HIGH (core functionality not working)	1 hour	Less than one business day (< 8 hours).
3 – NORMAL (minor impediment, but system generally working and workaround available)	4 business hours	Within two business days (< 48 hours).
4 – LOW (small functional or cosmetic issue not impeding the use of the system)	8 business hours	Within 8 business days.
5 – ENHANCEMENT (feature/improvement request)	Within two business days	To be prioritized in coordination with the City depending on the scope of the feature request.

6.2 After Hours, Weekend, and Holiday Support

PCG has a rotating on-call schedule of engineers and will be able to respond to urgent technical support requests also after hours, on weekends, and on holidays. The support outside of regular PCG support hours is best effort, and cannot be guaranteed under the City's service levels. However, the PCG team is deeply dedicated and will make every effort to support its agency partners and filers also outside of regular support hours. Further to this, PCG is aware of common filer behaviors and always plans ahead to increase staffing and availability near filing deadlines, which, in the case of campaign filings, may include weekends and holidays.

6.3 eFile Operational Availability

eFile is designed for high availability and has a track record of exceeding 99.95% service uptime. eFile's availability is tracked using <https://uptimerobot.com>. The current status of eFile can be found at <https://status.efile.systems>. For example, eFile at the City of San Diego has had 99.957% uptime in the period of August 20, 2024 – August 19, 2025. Since early 2025, eFile has been transitioning to zero-downtime deployments, which has resulted in 100% service uptime for most customers since then. eFile does not typically require scheduled maintenance downtimes, however, should the need arise, PCG will notify the City at least 72 business hours in advance of such a downtime.

In the case of a natural disaster or other force majeure event, eFile can be brought back online within approximately 8 working hours.

6.4 Maintenance and Updates

eFile is agile software. PCG is constantly working on improving eFile and adding functionality. All agency instances of eFile are based on the same source code base and improvements to existing common modules made for one agency partner are automatically passed on to all other agency partners. The PCG team works closely with our agency partners and addresses bug fixes and simple improvements rapidly.

eFile does not have a set update or patch schedule, but, on average, updates are released roughly once to twice a week without any downtime of the system [IT-AS-9]. Since no service interruptions occur, improvements of eFile can be deployed at any time of day, but higher risk (= larger in scope) updates are usually carried out at night or on weekends to minimize any potential impact to users.

eFile employs calendar-week based versioning, e.g., v2025.42.1 is the tag of the first release deployed in calendar week 42 of 2025. All releases are tagged in git version control. The versions of software underlying eFile (e.g., FastAPI, Python, Ubuntu Linux) are kept up to date and automatic bug and vulnerability tracking (under PCG's SOC 2 Type II compliance) ensures that patches are applied as they become available [IT-AS-9, IT-AS-10, IT-IDS-8]. PCG maintains release notes available to City administrators and filing officers and publicly at <https://efile.systems/efile-changelog>.

Any changes to Forms or Filing processes as mandated by the FPPC, the CA legislature, the CA Secretary of State, or other statewide bodies will be incorporated as part of PCG's support commitment to the City. Minor changes to City-specific filings (lobbyists, EC-700, etc) will also be carried out as part of operations of maintenance, whereas major changes (to be determined on a case-by-case basis) will require specific change orders and/or separate work orders.

PCG is continuously staying up to date with FPPC and CA Secretary of State requirements and regulations. Form 700 PDF templates are updated annually as soon as they become available from the FPPC. Similarly, PCG will update any campaign forms as they become available. PCG participates in the Secretary of States Cal-Access Replacement System (CARS) project as a third-party vendor stakeholder. eFile will be compatible with CARS from day one.

7. Cost Proposal Narrative

Please see the uploaded spreadsheet “Attachment 1 - Price Schedule.xlsx” for numerical details. Please note that PCG will bill quarterly NET 30.

We base our quote of annual operations and maintenance expenses for the first year on our pricing for the currently operating version of eFile-SD, with a modest increase from the current annual total of \$59,480. In subsequent years, we quote 3% increases in operations and maintenance costs in order to match the typical cost increases that we observe annually.

Since we are already operating eFile-SD for the City, there will be no data migration charges, even though we offer to optionally reprocess all unredacted filing to the PDF/A standard (Section 3.2.1).

We budget \$12,000 for implementation to partially offset the cost PCG will incur for the development of the new features that the City is requesting.

PCG’s implementation cost estimate is derived as follows:

In Section 5.7 of this proposal, we summarize software development requirements. We exclude FilingLink, City-managed Public Officials List, Schedule A-2 investments upload, and Support Issue Tracking Dashboard, since the City did not explicitly request these features in the RFP.

For the remaining items in Section 5.7, we estimate the following effort in engineer hours:

- eFile-SD: A Trusted System: 30
- Filing Version Comparison: 40
- Public Search Improvements: 30
- Historical View: 30
- Filings Review & Referral Tracking: 40
- Campaign Filing Dashboard: 20
- Filer-side filings upload: 16
- Quarterly Lobbyist Report Notifications with Attachments: 20
- Task Management: 40
- Fine-Grained Admin Notifications Management: 20
- Automatic Hyperlink Checking: 8
- Customizable Data Fields: 12

Total engineering hours (and this is excluding design and planning): 306 (estimate). At a fully loaded \$125/hr, if charged hourly, the cost would of course be more than three times higher than the quoted \$12,000.

7.1 Statement on Additional Development Charges

PCG’s price schedule (Attachment 1) covers all services required by Attachments 2–4, including routine FPPC form updates, Secretary of State related updates, and other statewide regulatory changes, at no additional cost. Custom development requested outside these specifications for features that are explicitly

local to the City of San Diego will be provided on a time-and-materials basis at \$125/hour, subject to prior written City approval. Annual maintenance, operations, and support fees are fixed for the contract term, ensuring predictable costs for the City.

Pasadena Consulting Group LLC

dba Electronic Filing Systems

Accessibility Conformance Report

Revised Section 508 Edition
(Based on VPAT® Version 2.5Rev)

Name of Product/Version: Electronic Filing Systems (eFile) v2025.34.1

Report Date: August 2025

Product Description: eFile, developed by Pasadena Consulting Group LLC, is an electronic filing systems designed to advance transparency through technology by streamlining public disclosure processes. It offers a modern, mobile-friendly platform for various disclosures, including Statement of Economic Interests (Form 700), campaign finance disclosures, and lobbyist registration and reporting.

Contact Information: info@efile.systems

Evaluation Methods Used: Manual testing using keyboard-only navigation, color contrast analysis. Compatibility with screen readers NVDA; PCG to validate compatibility with City's current screen reader solution.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standards/guidelines

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A Level AA
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	Yes

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG Level AAA criteria.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	All meaningful icons and images include alternative text or ARIA labels.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	eFile does not include audio-only or video-only media content.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No prerecorded multimedia content requiring captions is present.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No multimedia requiring audio descriptions is present.

Criteria	Conformance Level	Remarks and Explanations
1.3.1 Info and Relationships (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	All content uses semantic HTML and ARIA to preserve structure.
1.3.2 Meaningful Sequence (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Logical reading order is maintained across all pages.
1.3.3 Sensory Characteristics (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Instructions do not rely solely on shape, size, or location.
1.4.1 Use of Color (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Color is never the only means of conveying information.
1.4.2 Audio Control (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No auto-playing audio is present.
2.1.1 Keyboard (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	All functionality is accessible using keyboard only.

Criteria	Conformance Level	Remarks and Explanations
2.1.2 No Keyboard Trap (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Focus can be moved away from all components using keyboard navigation.
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Timeout behavior is user-controllable or adjustable when present.
2.2.2 Pause, Stop, Hide (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	eFile does not use auto-updating or animated content.
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	No flashing content is present.
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Skip navigation links are provided.
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	All pages use descriptive and unique titles.

Criteria	Conformance Level	Remarks and Explanations
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Keyboard focus follows a logical order.
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Links clearly indicate their purpose from context.
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The default language is correctly specified in the HTML.
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	No unexpected context changes occur on focus.
3.2.2 On Input (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Changes to input fields do not cause unexpected behavior.
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Input errors are clearly identified and described.

Criteria	Conformance Level	Remarks and Explanations
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	All inputs have associated labels and instructions.
4.1.1 Parsing (Level A) Also applies to: WCAG 2.0 – Always answer ‘Supports’ Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	For WCAG 2.0 and the 508 standards, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata .
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Components expose name, role, and state to assistive tech.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	Live audio content is not present in the application.
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No media requiring audio descriptions is used.

Criteria	Conformance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Foreground/background contrast meets or exceeds 4.5:1.
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Text remains readable and usable when resized up to 200%.
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Images of text are only used for logos or decorative purposes.
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Users can navigate using menus, search, or breadcrumb paths.
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Headings and labels are descriptive and meaningful.
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Visual indicators are present for focused elements.

Criteria	Conformance Level	Remarks and Explanations
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	No language changes occur within content, but if they did, they would be marked.
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Navigation is consistent across pages.
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Components have consistent visual and semantic identities.
3.3.3 Error Suggestion (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Suggestions are provided for correcting errors.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	User inputs are confirmed and validated before submission.

Revised Section 508 Report

Notes: eFile was developed using accessibility-first design principles aligned with Revised Section 508 standards. The application supports keyboard navigation, screen reader compatibility (NVDA, VoiceOver), and meets WCAG 2.0 Level AA success criteria. Ongoing accessibility testing ensures continued conformance in real-world use cases.

Chapter 3: [Functional Performance Criteria](#) (FPC)

Notes: eFile supports users with a wide range of abilities by ensuring compatibility with assistive technologies and offering multiple input methods, including keyboard-only navigation. Visual information is conveyed with appropriate contrast and text alternatives, while auditory content includes captions or transcripts where applicable. The system design emphasizes clarity and consistency to support users with cognitive and neurological limitations.

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	eFile supports screen reader navigation and form labels, meeting expected accessibility needs for users without vision.
302.2 With Limited Vision	Supports	The application includes high contrast mode, text resizing, and color contrast compliance.
302.3 Without Perception of Color	Supports	eFile does not rely on color alone to convey meaning. Icons and labels are used in combination.
302.4 Without Hearing	Supports	eFile does not rely on audio-only content.
302.5 With Limited Hearing	Supports	Audio is not essential to use eFile. All interactions are visual and text-based.
302.6 Without Speech	Supports	No speech input is required to use eFile features.
302.7 With Limited Manipulation	Supports	All functions are accessible via keyboard. No timed gestures or fine motor input is needed.
302.8 With Limited Reach and Strength	Supports	eFile is designed to be operable via keyboard and does not require extended reach or strength.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	The platform uses plain language, consistent navigation, and offers error correction for forms.

Chapter 4: [Hardware](#)

Notes: eFile is a cloud-based software application and does not include or rely on any physical hardware components. Therefore, Chapter 4 requirements for hardware accessibility are not applicable to this product.

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	
402.2.2 Transactional Outputs	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
402.2.3 Speech Delivery Type and Coordination	Not Applicable	
402.2.4 User Control	Not Applicable	
402.2.5 Braille Instructions	Not Applicable	
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	
402.3.2 Non-private Listening	Not Applicable	
402.4 Characters on Display Screens	Not Applicable	
402.5 Characters on Variable Message Signs	Not Applicable	
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General	Not Applicable	
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General	Not Applicable	
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General	Not Applicable	
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General	Not Applicable	
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	Not Applicable	
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	Not Applicable	
407.3.2 Alphabetic Keys	Not Applicable	
407.3.3 Numeric Keys	Not Applicable	
407.4 Key Repeat	Not Applicable	
407.5 Timed Response	Not Applicable	
407.6 Operation	Not Applicable	
407.7 Tickets, Fare Cards, and Keycards	Not Applicable	
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not Applicable	
407.8.1.1 Vertical Plane for Side Reach	Not Applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not Applicable	
407.8.2 Side Reach	Not Applicable	
407.8.2.1 Unobstructed Side Reach	Not Applicable	
407.8.2.2 Obstructed Side Reach	Not Applicable	
407.8.3 Forward Reach	Not Applicable	
407.8.3.1 Unobstructed Forward Reach	Not Applicable	
407.8.3.2 Obstructed Forward Reach	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not Applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not Applicable	
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	Not Applicable	
408.3 Flashing	Not Applicable	
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General	Not Applicable	
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General	Not Applicable	
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General	Not Applicable	
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data	Not Applicable	
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	Not Applicable	
415.1.2 Audio Description Controls	Not Applicable	

Chapter 5: [Software](#)

Notes: eFile is a web-based software platform designed with accessibility in mind, including support for keyboard navigation, screen readers, and adjustable visual settings. The application avoids reliance on platform-specific features and uses semantic HTML and ARIA landmarks to ensure compatibility with assistive technologies. Audio and video elements include user controls and text-based alternatives where applicable. Accessibility is maintained across supported browsers and operating systems.

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	Supports	eFile is a web-based software platform evaluated for Section 508 conformance.
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Not Applicable	eFile is web-based and does not install platform-level accessibility settings.
502.2.2 No Disruption of Accessibility Features	Supports	eFile does not interfere with assistive technology features like screen readers.
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Supports	All form fields and UI elements have accessible labels and roles.
502.3.2 Modification of Object Information	Supports	ARIA roles and HTML labels are properly implemented and exposed to assistive technologies.
502.3.3 Row, Column, and Headers	Supports	Tables include appropriate header tags and roles.
502.3.4 Values	Supports	Screen readers can access current values of fields and selections.
502.3.5 Modification of Values	Supports	Forms can be completed and updated using keyboard input and assistive technologies.
502.3.6 Label Relationships	Supports	Labels are programmatically associated with fields using HTML label for and ARIA attributes.
502.3.7 Hierarchical Relationships	Supports	Content hierarchy is defined using semantic HTML (headings, landmarks).
502.3.8 Text	Supports	Text is accessible to screen readers and supports resizing and contrast.
502.3.9 Modification of Text	Supports	User input is supported in forms and text fields.

Criteria	Conformance Level	Remarks and Explanations
502.3.10 List of Actions	Supports	All actions are exposed and operable via keyboard and screen reader menus.
502.3.11 Actions on Objects	Supports	Interactive elements include clear roles and actions.
502.3.12 Focus Cursor	Supports	Keyboard focus indicators are visible and logical.
502.3.13 Modification of Focus Cursor	Supports	Users can navigate all interactive areas using tab, arrows, and other standard keys.
502.3.14 Event Notification	Supports	Status messages are conveyed using ARIA live regions where applicable.
502.4 Platform Accessibility Features	Not Applicable	eFile is browser-based and does not require platform-specific accessibility APIs.
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supports	eFile honors user preferences for font scaling, dark mode, and browser-level accessibility settings.
503.3 Alternative User Interfaces	Not Applicable	eFile does not provide a separate alternative interface. Accessibility is built into the primary application interface.
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	eFile does not include multimedia content requiring captions. Where video content is added (e.g., training resources), captions are provided through the hosting platform (e.g., YouTube).
503.4.2 Audio Description Controls	Not Applicable	eFile does not present audio-visual media requiring audio descriptions. If such media is included in the future, audio descriptions will be supported.
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See WCAG 2.x section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Supports	When users input alt-text, labels, or headings, this information is preserved in data storage and presentation.
504.2.2 PDF Export	Partially Supports	Some exports to PDF maintain heading structure but may require manual remediation for full tag accuracy.
504.3 Prompts	Supports	eFile provides form input hints and accessibility instructions where applicable.
504.4 Templates	Supports	Standard forms/templates used in the platform meet accessibility requirements, including label and heading structure.

Chapter 6: [Support Documentation and Services](#)

Notes: Support documentation for eFile is provided in accessible HTML and PDF formats, with clear language and structure. Pasadena Consulting Group LLC offers responsive customer support via email and ensures that assistance is available to users with disabilities. All support interactions aim to be inclusive and compliant with accessibility best practices.

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	Support materials include descriptions of keyboard shortcuts and ARIA usage.
602.3 Electronic Support Documentation	Supports	Documentation provided in accessible formats (PDF, HTML).
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	No non-electronic documentation is currently provided.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	Accessibility features are explained in documentation and user support.
603.3 Accommodation of Communication Needs	Supports	Support inquiries are responded to via accessible digital channels (email, web form).

Legal Disclaimer Pasadena Consulting Group LLC

This document is provided for informational purposes only and does not constitute a legally binding representation or warranty regarding the accessibility of the eFile system or any other product or service offered by Pasadena Consulting Group LLC. While reasonable effort has been made to ensure the accuracy of this information, accessibility compliance may vary based on specific configurations, customizations, and user environments. This VPAT is subject to change without notice.

ORDINANCE NUMBER O- **22139** (NEW SERIES)

DATE OF FINAL PASSAGE SEP 02 2026

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE AWARD OF A CONTRACT
IN AN AMOUNT NOT TO EXCEED \$850,000 WITH
PASADENA CONSULTING GROUP LLC FOR AN
ELECTRONIC FILING SYSTEM AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Ordinance based on the following:

- A. The City Clerk is the filing official for the City of San Diego (City). State and local laws and regulations require filings of statements of economic interests, campaign committee filings, lobbyists registrations, and other mandated filings. The City Clerk and the elections team ensure timely filings and report non-filers to the appropriate enforcement authorities, as required.
- B. On July 25, 2025, the Office of the City Clerk (Office) issued a Request for Proposals (RFP) to solicit an electronic filing system. Four firms submitted proposals in response to the RFP. City staff selected Pasadena Consulting Group LLC based on its qualifications to best meet the requirements as specified in the RFP and having the expertise, experience, and personnel necessary to manage, administer, and improve upon the City's current electronic filing portal for City employees, candidates, lobbyists, and other designated filers as required by the California Political Reform Act and the San Diego Municipal Code.
- C. The City now desires to retain Pasadena Consulting Group LLC to provide an electronic filing system for the City. The City and Pasadena Consulting Group LLC negotiated a Contract, included in the docket materials accompanying this Ordinance. The Contract is for an

initial term of five years with five one-year options to extend the Contract and an amount not to exceed \$850,000.

D. The Office of the City Attorney prepared this Ordinance based on the information provided by City staff (including information provided by affected third parties and verified by City staff), with the understanding that this information is complete and accurate.

E. The Contract is subject to San Diego Charter section 99, which provides (subject to certain exceptions) that no contract, agreement, or obligation creating City indebtedness and extending for a period of more than five years may be authorized except by an ordinance adopted by two-thirds majority vote of the Council.

ACTION ITEMS

Be it ordained by the Council of the City of San Diego:

Section 1. The Council approves the Contract.

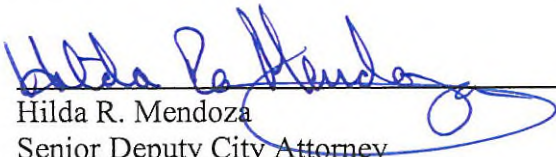
Section 2. The Mayor or designee is authorized, on the City's behalf, to sign the Contract. When signed by both parties, the Contract will be placed on file in the Office of the City Clerk as Document No. OO- **22139**.

Section 3. The Chief Financial Officer is authorized to appropriate and expend funds under the Contract in an amount not to exceed \$850,000 from General Fund 100000, contingent upon the Chief Financial Officer first certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

Section 4. The Council dispenses with a full reading of this Ordinance before its passage because a written copy of this Ordinance was made available to the Council and the public before the date of its passage.

Section 5. This Ordinance will take effect and be in force on the thirtieth day from and after its final passage.

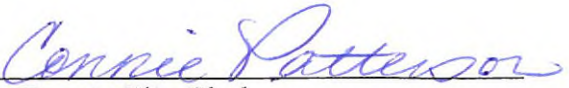
APPROVED: HEATHER FERBERT, City Attorney

By _____
Hilda R. Mendoza
Senior Deputy City Attorney

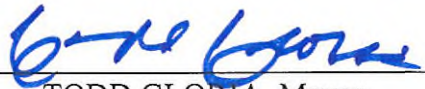
HRM:nja
May 12, 2026
Or. Dept: Office of the City Clerk
Doc. No. 4426645

I certify that the Council of the City of San Diego adopted this Ordinance at a meeting held on
AUG 25 2026.

DIANA J.S. FUENTES
City Clerk

By _____
Deputy City Clerk

Approved: 9/2/26
(date)

_____
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

#61

Passed by the Council of The City of San Diego on **August 25, 2026**, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Stephen Whitburn	☒	☐	☐	☐
Henry L. Foster III	☒	☐	☐	☐
Marni von Wilpert	☒	☐	☐	☐
Kent Lee	☒	☐	☐	☐
Raul A. Campillo	☐	☐	☒	☐
Vivian Moreno	☒	☐	☐	☐
Sean Elo-Rivera	☒	☐	☐	☐

Date of final passage SEP 02 2026.

(Please note: When an ordinance is approved by the Mayor, the date of final passage is the date the approved ordinance was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

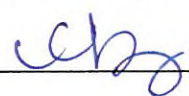
TODD GLORIA

Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California.

By , Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

JUL 14 2026

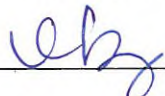
, and on SEP 02 2026.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Ordinance Number **O-22139**

Passed by the Council of The City of San Diego on **August 25, 2026**, by the following vote:

YEAS: **LACAVA, CAMPBELL, WHITBURN, FOSTER, VON WILPERT, LEE, MORENO, ELO-RIVERA.**

NAYS: **NONE.**

NOT PRESENT: **CAMPILLO.**

RECUSED: **NONE.**

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of the Ordinance and documents approved in connection therewith, as duly adopted by ORDINANCE NO. **O-22139** (New Series).

I FURTHER CERTIFY that said Ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on **July 14, 2026**, and on **September 2, 2026**.

I FURTHER CERTIFY that said Ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the Ordinance was made available to each member of the Council and the public prior to the day of its passage.



DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

By: Chrystal Rodriguez, Deputy