

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

**WCG, Inc. (West Coast Consulting Group)
BOS 2023-01**

PeopleSoft Contract ID 1000033021

This Software Development Agreement (“Agreement”) is made this 22nd day of May, 2024, in the City and County of San Francisco (“City”), State of California, by and between **WCG, Inc. (West Coast Consulting Group)** (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Board of Supervisors (“Department”) wishes to retain Contractor to provide the software development and related services and work product described herein for a novel, state-of-the-art Legislative Management System (the “System”); and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled New Legislative Management System issued through Sourcing Event ID 0000008036; and

WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement of **16%** with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on **May 1, 2023** from the Civil Service Commission under PSC number **43590-22/23** in the amount of **\$540,000** for the period commencing **August 31, 2023** and ending **August 31, 2028**; and

WHEREAS, approval for modification of the Agreement was obtained on **May 6, 2024** from the Civil Service Commission under PSC number **43590-22/23** to increase the not-to-exceed amount of the contract from **\$540,000** to **\$1,000,000** for the period commencing **August 31, 2023** and ending **August 31, 2028**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth. Whenever the words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood as the direction, requirement, or permission of the **San Francisco Board of Supervisors**. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of the **San Francisco Board of Supervisors**, unless otherwise indicated by the context. “Acceptance Tests” means the procedures and performance standards required for Acceptance by City of the Programs and the System as defined herein. These procedures and performance standards are set forth for each phase of System development, the Acceptance Test Plan. The following definitions apply to this Agreement:

1.1 “Acceptance” means notice from the City to Contractor that the developed software meets the specifications contained in the Documentation. City’s Acceptance of the developed software shall be governed by the procedures set forth in Article 4 (“Services, Software Implementation and Acceptance”).

1.2 “Acceptance Window” means the time period following completion of each of the four (4) Phases during which Contractor must secure Acceptance of the completed phase from City.

1.3 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein, together with any future written and executed amendments.

1.4 “Change Order” means a written instrument signed by the City’s Project Manager that modifies this Agreement through an adjustment to one or more of the following: (i) the Project Schedule; (ii) the Statement of Work; (iii) the Acceptance Criteria; or (iv) other requirements specified in this Agreement.

1.5 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and **San Francisco Board of Supervisors**.

1.6 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.7 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45

CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M ("Chapter 12M"). Confidential Information includes, without limitation, City Data.

1.8 "CMD" means the Contract Monitoring Division of the City.

1.9 "Contractor" means **WCG, Inc. (West Coast Consulting Group) 355 Bryant St UNIT 202, San Francisco, CA 94107.**

1.10 "Critical Milestones" means those milestones specified in the Project Schedule as Critical Milestones after which liquidated damages apply for failure to complete performance in accordance with this Agreement.

1.11 "Deliverables" means Contractor's or its subcontractors' work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services and Performance Specifications" attached as Appendix A.

1.12 "Design Specifications" means the written design specifications to be prepared by the Contractor to implement the Functional Specifications. The Design Specifications shall include descriptions of each Program to be developed hereunder together with descriptions of the hardware and software environment in which such Programs may be operated and the files or databases, if any, with which such Programs shall function.

1.13 "Documentation" means the technical publications relating to use of the System, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to City.

1.14 "Equipment" means the central processing unit[s], associated peripheral devices, servers, backup servers, disaster recovery systems, storage systems, computer networks, desktop computers, laptops, and all computer hardware and IT Infrastructure on which the Programs will operate and with which the Programs must be compatible, to be purchased or, leased by Contractor for City or, provided by City.

1.15 "Errors, Defects and Malfunctions" means either a deviation between the function of the developed Programs and the documentation furnished by Contractor for the Programs, or a failure of the Programs which degrades the use of the Programs.

1.16 "Fix" means repair or replace source, object or executable code in the Programs to remedy an Error, Defect or Malfunction.

1.17 "Functional Specifications" means the written description of City's requirements prepared by the City and attached hereto as both the "Scope of Services and Performance Specifications" attached as Appendix A and the "Functional and Technical Requirements" attached as Appendix G. Such description shall form the basis for the Design Specifications as defined herein.

1.18 "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.19 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.20 “Object Code” means machine-readable code that provides instructions to a target computing platform, as defined by its operating system and hardware architecture.

1.21 “Party” or “Parties” means, respectively, the City and Contractor either individually or collectively.

1.22 “Patch” means temporary repair or replacement of code in the Programs to remedy an Error, Defect or Malfunction.

1.23 “Performance Specifications” means the description of the minimum System characteristics and performance which must be achieved by the Functional Specifications.

1.24 “Priority Category” means a priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City’s determination of the severity of the Error, Defect or Malfunction and Contractor’s reasonable analysis of the priority of the Error, Defect or Malfunction.

1.25 “Priority Protocol” means a Priority Protocol that is based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

1.26 “Programs” or “Software” shall mean the software package described in Appendix A, as built from the ground up, customized, and implemented by Contractor and delivered to City in source and object code form.

1.27 “Project Schedule” means the schedule for Contractor’s completion of all phases of Work, and the Critical Milestones associated with such completion as specified in this Agreement.

1.28 “Review Period” means the time period during which City shall review the completed Work of the three Phases and give notice to Contractor of its acceptance or rejection of the completed phase.

1.29 San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.30 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services and Performance Specifications” attached as Appendices A-G, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.31 "Source Code" means the human readable source code of the Software to which it relates, in the programming language in which such Software was written, together with all related flow charts, code, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

1.32 “Support Services” means the support service performed at the option of City. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Programs; training in the installation and use of the Programs; on-site consulting and application development services; detection, warning and correction of viruses; and disabled/disabling code.

1.33 “System” means the Programs prepared by Contractor for City and the Equipment on which those Programs operate, the combination of which shall satisfy the requirements set forth in the Performance Specifications.

1.34 "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to Contractor, specifically excluding any open source software.

1.35 “Upgrade” means either an enhancement to the Programs code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.

1.36 “Version Locking” means a mechanism that restricts access to a computer file by allowing only one user or process access at any specific time.

1.37 “Warranty Period” means a period commencing with the installation of the Software product during which reported Errors, Defects and Malfunctions for Software products are corrected without charge in accordance with the provisions below.

1.38 “Work” means the implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided, by Contractor to fulfill its obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the System to the City.

1.39 “Workaround” means a change in the procedures followed or end user operation of the software to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software.

1.40 "Work Product" means all Software, Documentation, Specifications, and other documents, work product, and materials related thereto, that Contractor provides to City

hereunder, together with all ideas, concepts, processes, and methodologies developed in connection therewith, whether or not embodied therein.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on **May 22, 2024** and expire on **August 31, 2028**, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** City has **two** options to renew the Agreement for a period of **five (5)** additional years each. The City may exercise this option at the City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

2.3 **Maintenance Term.** The term of the Maintenance Services Option (Section 4.7) if executed by City, shall commence on the day that the new System meets all functional and technical requirements stated in the Request for Proposal to Sourcing Event 0000008036 and in this Agreement and that may be discovered during project implementation; and the City has accepted the new System and the term shall be concurrent with the term of this Agreement and may be extended by City in the same manner as this Agreement.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2 Authorization to Commence Work. Contractor shall not commence any work under this Agreement until the City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **\$1,000,000**, the breakdown of which appears in Appendix E, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City inspects and approves the Services delivered. Contractor will not receive any advance payments.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. LBE Subcontracting Participation Requirements apply to this Agreement of **16% (Sixteen Percent)**. Contractor shall: (a) within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of twenty percent (20%) of subsequent payments due. Self-Service Training is located at this link:
<https://sfcitypartner.sfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Services.

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 **Reserved.**

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within **thirty (30)** calendar days, measured from (1) the rendering of the Services, or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved.**

3.3.9 **Retention.** The final payment of **ten percent (10%)** of the software development and license costs shall be paid thirty (30) days after City issues its notice of Acceptance of the System.

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City, during regular business hours Monday-Friday, 9 a.m. - 5 p.m. PST (except holidays and weekends), and upon at least a 24-hour notice, to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

Article 4 Services, Software Implementation and Acceptance

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendices A-G, "Scope of Services and Performance Specifications." Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

4.2 **Software Implementation.**

4.2.1 **Program Development.** Subject to the terms and conditions of this Agreement, and in consideration for the payments to be made, Contractor agrees to design, develop, and install the Programs in the following discrete and sequential phases. In Phase 1, Contractor will develop a Legislative Management System to replacing the City's existing legacy system; in Phases 2 and 3, Contractor will develop a Legislative Management System that includes innovations listed in the Appendices A through G. In phase 4, the Contractor will provide maintenance and support. In all phases of the project, Contractor will code the Programs, install the completed System at City's site, and deliver the Documentation for the System. The Work covered under each phase is specified in Appendices A through G. Upon completion of

each phase, the System will be subject to Acceptance Testing to verify conformity of the work completed with the Functional Specifications. Upon completion of Phases 1, 2, and 3, the System will be subject to Final Acceptance Testing to verify conformity of the entire System with the Functional Specifications. The City shall compensate the Contractor upon Acceptance of each Phase of the Services, in accordance with the schedule in Appendix E and the terms of this Agreement.

4.2.2 Interpretation of the Specifications. The Contractor hereby acknowledges that the Functional Specifications prepared by the City will provide the basis for the Design Specifications, and that the Design Specifications will, upon Acceptance by the City, provide the basis for the coding and installation of the Programs. In the event of a variance between the written proposal Contractor submitted in response to City's request for the services to be performed under this Agreement (the "Proposal") and the Functional Specifications prepared by the City, the Functional Specifications prepared by the City shall be determinative. In the event of a variance between the Functional Specifications and the Design Specifications, the Functional Specifications prepared by the City shall be determinative. The design and operation of the System must meet the Functional Specifications prepared by the City. In the event that the Functional Specifications, Design Specifications, Design, Coding, and Operation of the System fails to meet the Functional Specifications prepared by the City, Contractor shall at no cost to the City rework and, if necessary, rebuild the System to ensure that the System meets all Functional Specifications prepared by the City. Contractor shall present to the City an estimate of additional costs required to rebuild the System.

Subsequent phases of work are based upon earlier City approved phases. Contractor shall change an earlier approved phase of work at no additional cost to the City if the City discovers a new functional or technical requirement or if the Contractor missed functional or technical requirements during the software development process. Changes to the already approved Specifications shall be subject to Change Order requirements outlined in Sec. 4.2.4.

4.2.3 Interpretive Differences. In the event City and Contractor differ in their interpretations of the Proposal, Functional Specifications, Design Specifications, or Acceptance Tests, City's interpretation shall be determinative.

4.2.4 Change Orders.

(a) **City Proposed Change Order.** The City may from time to time at any time, by written order, and without notice to Contractor's sureties, submit a Change Order to Contractor. Within fifteen (15) working days of receiving a proposed Change Order, Contractor shall submit to City a written cost estimate, which shall include any adjustments to the Project price, the Project Schedule, the Statement of Work, the Acceptance Criteria or any other obligations of Contractor, as applicable.

(b) **Contractor Proposed Change Order.** Contractor may also propose a Change Order involving either additions, deletions, or revisions to the Work, or any obligations imposed upon the Parties under this Agreement. Contractor's proposed Change Order shall be in the form of a Request for Change ("RFC") which shall explain, in writing, Contractor's basis for requesting the Change Order and the impact of the proposed Change Order on the Project Schedule, the cost of Work, the Agreement documents and Deliverables, and any other interdependent Work, including but not limited to, the Acceptance Criteria, training,

documentation, performance, resources, data conversion, users, re-engineering tasks, and all other aspects of the Project, as provided in this Agreement.

(c) Any Change Order requiring a Project price adjustment that results in an overall increase to the not to exceed Project compensation (Section 3.3), shall be agreed to in writing by the Parties and executed in the same manner as this Agreement pursuant to Section 11.5, (“Modification of this Agreement”).

(d) All Change Orders must be approved, in writing, by City’s Project Manager. Contractor shall not proceed with any work contemplated in any Change Order until it receives written notification to commence such work from City’s Project Manager.

(e) The City shall have authority to order minor changes in the Work not involving either an adjustment in the total contract sum or an extension of the time for completion of the Work. The City’s Project Manager may waive a variation in the Work if, in his or her opinion, such variation does not materially change the Work or the Program’s performance.

4.3 Acceptance Procedure.

4.3.1 Acceptance of Phase 1, Phase 2, Phase 3, and Phase 4. Upon completion of Phase 1, Phase 2, Phase 3 and Phase 4 of Program development, City and Contractor shall conduct Acceptance Testing of the System in accordance with the Acceptance Test Plan at the conclusion of each Phase. Contractor shall provide an Acceptance Test Plan for City’s approval for all three Phases. Each Acceptance Test Plan shall include parallel processing of identical legislative items in the City’s existing legacy legislative management system and the System both in the test and the production environments. The City retains the right to require alternative Acceptance Test Plans. The City retains the right to prescribe the data used for Acceptance Testing. City will not be deemed to have Accepted any Program or the System until Contractor receives written notice of Acceptance from City. The City requires that Contractor and all Subcontractors be present at City’s premises in-person for Acceptance Testing of System at no charge. City shall, within the Review Period, review and give notice to Contractor of City’s acceptance or rejection of the specifications of each completed phase of Work. Should City reject either the Phase 1 or Phase 2 or Phase 3 or Phase 4 Work, then City is entitled to another Review Period upon receipt from Contractor of the revised Phase 1 or Phase 2 or Phase 3 or Phase 4 Work. In the event that Contractor fails to provide Phase 1 or Phase 2 or Phase 3 or Phase 4 Work which meets the Acceptance Criteria of this Agreement during the Acceptance Window, City may, at its option, assess Liquidated Damages per Section 4.12 of this Agreement and/or terminate this Agreement under Section 8.2, “Termination for Default; Remedies.” terminate this Agreement under Section 8.2, “Termination for Default; Remedies.”

4.3.2 Final Acceptance of System. Upon completion of Phase 3, City and Contractor shall conduct Acceptance Testing of the System in accordance with the Acceptance Test Plan. City will not be deemed to have Accepted any Program or the System until Contractor receives written notice of Acceptance from City. The City requires that Contractor and all Subcontractors be present at City’s premises in-person for Final Acceptance Testing of System at no charge.

4.3.3 Data Conversion. Contractor shall be **solely** responsible for the timely and accurate conversion of City’s data to the format required by the System with no loss of data

or information contained in the City's existing legacy legislative management system, and for providing the test data specified in the Acceptance Test Plan or Design Specifications. The Contractor shall provide the City with a plan for data conversion that ensures that all data in the City's existing legacy legislative management system is migrated to the System with no loss of data or information and no data truncation. The City retains the right to require alternative plans for Data Conversion, to specify the structure of the data tables and the database in the System, and to require alternative test data and test methodologies for validating Data Conversion.

4.3.4 Contractor's Assistance in Acceptance Tests. Contractor must furnish all materials, equipment, and technical assistance necessary to conduct the Acceptance Tests. Contractor shall ensure that the System has fast response times of 50 milliseconds or less to user input. Test Equipment provided by Contractor for performance of the Acceptance Tests shall be currently certified as "calibrated" by the test equipment manufacturer, or its authorized calibration service agent. (See Section 4.5.7(b))

4.3.5 Failure to Pass Acceptance Tests. In the event that City determines that the System fails to meet the standards set forth in the Acceptance Test Plan, City shall promptly report to Contractor each deficiency, and Contractor will correct the reproducible aspects of the problem or failure within **thirty (30) calendar** days from date of Contractor's receipt of notice of the problem or failure. In the event that Contractor cannot achieve System Acceptance within **one hundred and twenty (120) calendar** days following the commencement of Acceptance Testing for each Phase, Contractor shall be in default under this Agreement and, in addition to those remedies set forth in Article 8 entitled "Termination and Default", City is further entitled to a refund of all payments made to Contractor under this Agreement.

4.3.6 Parallel Processing. The Parties contemplate that parallel processing will be used until both the System and its backup have completed the Acceptance Tests. The City requires that parallel processing in the City's existing legislative management system and the System must be included in Acceptance Testing. The City requires that the Contractor demonstrate that the System is free of bugs and satisfies all Functional Specifications of the City.

4.4 Documentation Delivery and Training.

4.4.1 Documentation Delivery. Contractor will deliver digital copies of the completed Documentation for the System in accordance with the Documentation description, Appendix B, and the Project Schedule, Appendix C. Contractor shall deliver electronic copies of the Documentation in .pdf format and in any other electronic format requested by City. Contractor shall provide digital copy of source code in electronic format specified by the City with invoices submitted by the Contractor. Final Acceptance by the City shall occur after Contractor has delivered the completed Documentation and complete source code to the City. Contractor is responsible for updating Documentation listed in Appendix B. Contractor shall update Documentation and shall deliver electronic copies of the updated Documentation whenever requested by the City. Contractor shall follow the method of delivery prescribed by the City. All Documentation is confidential and Contractor and all Subcontractors shall not share Documentation without prior, express, written consent of the City.

4.4.2 City Training. Contractor will provide up to **120** hours of training staff of the Office of the Clerk of the Board on City's premises in-person at no charge. If less than 120 hours are required for training staff of the Office of the Clerk of the Board, Contractor shall use remaining hours to train other City personnel by request of the Office of the Clerk of the Board.

Contractor shall create training videos and participate in citywide training sessions held for users in other City departments in-person at no charge to the City. Upon request by the City, Contractor will provide additional training at no charge to the City. The City requires that Contractor and all Subcontractors be present at City's premises for in-person training at no charge.

4.5 **Project Administration.**

4.5.1 **Project Schedule.** The Project Schedule is set forth in Appendix C and may be amended by mutual agreement between City and Contractor.

(a) **Delays.** To prevent slippage in the completion of the project, Contractor agrees that if such slippage occurs, it will assign additional qualified personnel to the project.

(b) **Time of the Essence.** The Parties agree that time is of the essence, and that the System will be developed and implemented in accordance with the Project Schedule.

(c) **Critical Milestones.** Contractor acknowledges and understands that the Project Schedule contains certain time-sensitive milestones ("Critical Milestones") that must be attained by certain dates; otherwise, the City will suffer financial harm. Milestones that are Critical Milestones are so indicated in the Project Schedule. Notwithstanding City's ability to assess liquidated damages for Contractor's failure to meet any Critical Milestone, the time period for achieving final Acceptance shall not exceed **ninety (90) calendar** days after initiation of System testing. In addition to any other remedy provided under this Agreement, Contractor's inability to achieve final Acceptance of the System within **one hundred and twenty (120) calendar** days after the last Critical Milestone will be cause for immediate termination of this Agreement, and City shall be entitled to a full refund of any amounts paid to Contractor under this Agreement for the portion(s) of the Programs that are not accepted.

4.5.2 **Progress Reports.** Contractor will provide the City with weekly written status reports advising the City of its progress, which reports will be delivered **five (5) calendar** days following the week to which it relates.

4.5.3 **Project Managers.** Contractor and City shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available **24 hours x 7 days per week**. Contractor's Project Manager and key project team members for the Contractor and all Subcontractors shall be available for in-person meetings at City Premises whenever requested by the City and at no cost to the City.

(a) The City's Project Manager will be authorized to make binding decisions for the City regarding this Agreement and will: (i) review all specifications, technical materials and other documents submitted by Contractor, request necessary corrections, and approve such documents; (ii) provide requested City information and data and assume responsibility on the adequacy of the same; (iii) advise Contractor of City's requirements; and (iv) upon request provide access to City's staff, facility and hardware. City's Project Manager shall have the right to manage and direct any aspect of the Project as may be necessary, in his or her opinion, to safeguard the interest of the City. The City's Project Manager shall communicate all of his or her concerns to the Contractor's Project Manager. In the event Contractor believes that any direction being given by City's Project Manager shall impair the performance of the Project or any phase thereof, Contractor shall immediately inform the City's Project Manager of its concern. Except as specifically provided under this Agreement, City's Project Manager's

management of the Project shall not relieve Contractor of any obligations or liabilities set forth in this Agreement and the Appendices or Exhibits thereto.

(b) Throughout the term of this Agreement, whenever the Contractor's Project Manager is not on site, he or she must be available by phone or e-mail. Whenever the Contractor's Project Manager will be unavoidably absent or otherwise unavailable by phone or e-mail, then **two** substitute Project Managers must be designated to respond to telephone calls and e-mails from the City. Contractor shall use its best efforts to maintain the same Project Manager until Final Acceptance of the Programs.

Contractor's Project Manager: Benafsha Irani
Managing Partner
WCG, Inc. (West Coast Consulting Group)
355 Bryant St UNIT 202
San Francisco, CA 94107
(415) 626-3493
benafsha.irani@westcoastconsulting.com

City's Project Manager: Edward de Asis,
Deputy Director of Administration and Finance
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415)-554-7704
edward.deasis@sfgov.org

City's Subject Matter Experts: Mehran Entezari,
Chief Information Security Officer
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415)-554-5154
mehran.entezari@sfgov.org

Alisa Somera,
Legislative Deputy Director
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415)-554-7718
alisa.somera@sfgov.org

John Tse,
IT Administrator IV

Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415)-554-7726
john.tse@sfgov.org

4.5.4 Changing Project Managers. The City and Contractor shall use their best efforts to maintain the same Project Manager until Final Acceptance of the System. However, if a Party needs to replace its Project Manager, the Party shall provide the other Party written notice thereof at least forty-five (45) days prior to the date the Project Manager shall be replaced. Such notice shall provide all the required information above. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Parties shall notify each other in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City's objective reasons therefor. City and Contractor shall review the impact of a change of project managers on the project schedule.

4.5.5 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by the City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule. The personnel of each Party, when on the premises of the other, shall comply with the security and other personnel regulations of the Party on whose premises such individual is located. The personnel of each Party, when working remotely, shall comply with the cybersecurity, IT, and other personnel regulations of the other Party. Given the confidential nature of the data contained in the System, the Contractor and all Subcontractors shall perform all work in-person in San Francisco, California.

4.5.6 Meetings. From the commencement date of the Project until the Final Acceptance of the Programs, the Project Managers shall communicate at times and locations designated by City to discuss the progress of the Project. Until the Final Acceptance of the Project, the Project Managers shall communicate, as required by the City, to discuss any operational problems or defects that City has encountered. City shall have the right to call a meeting at any time by providing Contractor forty-eight (48) hours written notice thereof. Such notice shall provide the time, place and the purpose of the meeting. Contractor and City's Project team must be available to meet as often as is necessary to facilitate timely completion of the Project. Contractor's Project Manager and key project team members for the Contractor and all Subcontractors shall be available for in-person meetings at City Premises whenever requested by the City. Contractor shall bear all costs for Contractor and Subcontractors to meet in-person in San Francisco, California at no cost to the City.

4.5.7 Inspection. City's Project Manager shall have the right to inspect and/or test, at any time, all Work, Deliverables and materials to be provided for the Project, and the manufacture, assembly and installation of such Deliverables and materials. City's Project Manager's inspection shall be based on compliance with the Agreement. City's Project

Manager's right to inspect all aspects of the Project shall not relieve Contractor of its obligation to furnish material and workmanship in accordance with this Agreement. City's Project Manager may reject any portion of the Project, which fails to meet any applicable standard.

(a) **Defects Post-Inspection.** Notwithstanding any previous inspection, acceptance, or payment by the City for any Work, or Deliverables found to be in non-compliance with the Agreement, or found to be defective before Final Acceptance of the Project, such Work or Deliverables shall be repaired or replaced within a reasonable period of time by Contractor at its own cost and expense.

(b) **Special Testing Tools.** Contractor represents and warrants that no special tools for testing or inspecting any Deliverables, Work, or material are needed.

4.5.8 Right to Stop Work. City's Project Manager shall have the right to stop any Work on the Project if: (i) City notifies Contractor of a defect in the Work or Deliverables and after such notice, Contractor fails to promptly commence correction of any identified defects in the Work or Deliverables; or (ii) Contractor fails to carry out any portion of the Project in accordance with this Agreement. All stop work orders from the City shall be in writing and signed by City's Project Manager. City shall specifically state the cause for the order to stop work. Upon receiving a stop work order, Contractor shall immediately cease working on that portion of the Work specified in the order, until the cause for such order has been eliminated. City's right to stop any work on the Project shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. In the event City's Project Manager orders work to be stopped without proper justification, City shall reimburse Contractor for the actual and direct costs incurred by Contractor due to the delay. Furthermore, Contractor will be entitled to a time extension equal to the number of days delay City has caused due to the unjustified work stoppage. In no event will a stop work order extend beyond 30 days.

4.5.9 City Facilities. City will provide facilities and equipment for installation and deployment of production, test, and sandbox environments of the complete System after the City has accepted that the System meets all Functional Specifications of the City. Contractor will provide all other facilities and equipment required. Security clearances to access City facilities and equipment must receive pre-approval by the Board of Supervisor's Chief Information Security Officer. City reserves the right to require background checks, cybersecurity training, completion of the Cybersecurity Questionnaire, completion of SOC-II certification and other methods of review for vetting Contractor and Subcontractor personnel. City shall prescribe the time, hours of the day, and method and manner by which Contractor and named Subcontractors below may access City Facilities.

4.6 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below and/or in appendices.

Interethnica

The Contractor shall provide to the City copies of any and all verbal, and written signed agreements, including any amendments, between Contractor and any other Subcontractors.

The Contractor shall immediately inform the City in writing of any impending sale, dissolution, bankruptcy, or sale of Contractor and other Subcontractors.

4.7 Maintenance Services Option. City, at its sole discretion, reserves the right to obtain maintenance services from Contractor for the term of this Agreement including any options to extend as described further in Article 2 of this Agreement. Contractor will provide maintenance services for the Programs in accordance with the terms and conditions of this Agreement and Appendix F (Software Maintenance Terms and Conditions). Annual maintenance and support charges shall not increase more than **five (5)%** of the rate of the year immediately prior to such increase.

4.8 Consulting Services. Upon request by City, Contractor will provide programming, project management, consulting and other related services related to this agreement at no additional cost to the City.

4.9 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.9.1 Independent Contractor. For the purposes of this Section 4.9, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should the City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.9.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and

offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.9 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.10 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.11 Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the Critical Milestones as provided in Appendices A-G, City shall withhold subsequent invoice payments. Contractor agrees City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of **three hundred fifty US Dollars (\$350 USD)** per calendar day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.12 Reserved.

4.13 Reserved.

4.14 Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance, Indemnity and Warranties

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than **\$1,000,000** each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers’ Compensation Liability Insurance, in statutory amounts, with Employers’ Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of **\$1,000,000** for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(1) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(2) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$1,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Additional Insured.

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

5.1.3 Waiver of Subrogation. The Workers’ Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 Primary Insurance.

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional

Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification

5.2.1 **General Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i)

injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.2 Infringement Indemnification. If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Programs infringes a patent or copyright, or any rights of a third party, or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (infringement), Contractor will hold City harmless and defend such action at its expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Programs constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event that a final injunction shall be obtained against City's use of the Programs by reason of Infringement, or in Contractor's opinion City's use of the Programs is likely to become the subject of Infringement, Contractor may at its option and expense (a) procure for City the right to continue to use the Programs as contemplated hereunder, (b) replace the Programs with non-infringing, functionally equivalent substitute Programs, or (c) suitably modify the Programs to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Programs. If none of these options is reasonably available to Contractor, then this Agreement may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid under this Agreement for the development and license of the infringing Programs.

5.2.3 Under no circumstances will City indemnify or hold harmless Contractor.

5.3 Warranties

5.3.1 Warranty of Title. Contractor warrants that it will convey to City good and marketable title to the Work Product developed under this Agreement free and clear of all liens, claims and encumbrances including the right of City to use any Third-Party Materials incorporated into the Work Product, if applicable.

5.3.2 Warranty of Authority; No Conflict. Each Party hereby warrants to the other that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

5.3.3 Warranty of Performance Specifications; Warranty Services. Contractor hereby warrants that when fully implemented, the developed Programs, configuration, customization and services performed by Contractor pursuant to this Agreement, when fully implemented, including technical and functional system integration that includes planning, fit/gap analysis, design, configuration, enhancements and custom programming, and developed interfaces (collectively “System Integration and Customization”), will perform in accordance with the required functionality defined in this Agreement and in the Request for Proposal to Sourcing Event 0000008036 concurrent with the term of this Agreement including any options to extend as described further in Article 2 of this Agreement. Upon City issuing written notice to Contractor of a warranty breach under this section, Contractor shall correct and repair the configuration and customized code provided by Contractor during the Warranty Period, at no charge to City, within thirty (30) days following the notice, provided that:

(a) The problem encountered occurs within one year of the acceptance of such provided System Integration and Customization.

(b) The root cause analysis indicates the problem is in the system not meeting the System Integration and Customization requirements where the Contractor has responsibility (e.g., a problem caused by the developed, configured or customized COTS software or hardware component not meeting requirements, a defect in the configuration or code created by the Contractor).

(c) Full correction of the system defect is to be completed by Contractor unless otherwise approved by City, and the corrected code shall be appropriately tested to verify that no regression errors are introduced. Contractor shall warrant against Version Locking due to customization of the system.

Article 6 Liability of the Parties

6.1 Liability of City. CITY’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, “PAYMENT,” OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental, and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date"). Contractor shall be financially and legally liable to the City in the event of default.

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of ten percent (10%) of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed five percent (5%) of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Subcontracting	11.10	Compliance with Laws
4.10	Assignment	Article 13	Data and Security
Article 5	Insurance, Indemnity and Warranties	13.1	Nondisclosure of Private, Proprietary or Confidential Information
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy

or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii) any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that with respect to reimbursement for Contractor's services, in no event will the compensation paid for the month in which termination occurs be greater than the scheduled deliverable fee if the engagement is deliverable based, or the monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

8.4.2 Upon termination or expiration of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

8.5 Survival. This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services		Article 9	Intellectual Property Rights of the Parties
3.4	Audit and Inspection of Records		13.1	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims		11.6	Dispute Resolution Procedure
4.9	Independent Contractor; Payment of Taxes and Other Expenses		8.3	Non-Waiver of Rights
Article 5	Insurance, Indemnity and Warranties		11.7	Agreement Made in California; Venue
6.1	Liability of City		11.8	Construction
6.3	Liability for Incidental and Consequential Damages		11.9	Entire Agreement
Article 7	Payment of Taxes		11.10	Compliance with Laws
8.1.6	Payment Obligation		11.11	Severability
8.2.2	Default Remedies		Article 13	Data and Security

8.5.1 Subject to the survival of the Sections identified in Section 8.5, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Intellectual Property Rights of the Parties

9.1 **Ownership.** Upon receipt of final payment for all Services rendered by Contractor under this Agreement, City is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product including without limitation the System, and including all Intellectual Property Rights therein. In furtherance of the foregoing: (a) Contractor shall create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and (b) to the extent any Work Product or Intellectual Property Right therein does not qualify as, or otherwise fails to be, work made for hire, Contractor shall, and hereby does: (i) assign, transfer, and otherwise convey to City, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights therein; and (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to "moral rights" or rights of droit moral with respect to the Work Product. The Contractor retains the right to use general knowledge, skills, experience, and technologies acquired during the project in future projects.

9.2 **Further Action.** Contractor shall, and shall cause its personnel to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by City to effectuate any of the provisions or purposes of Section 9.1 or otherwise, as may be necessary or useful for City to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein.

9.3 **Reserved.**

9.4 City Data. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information. City Data shall be returned to City upon Acceptance of the Programs. Contractor shall within fifteen (15) calendar days purge or physically destroy all City Data from its servers or files and provide City with written certification within five (5) calendar days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

9.5 Reserved.

9.6 Competition. Contractor may not develop, use, market, license, or sell this System, any software comprising this System prepared for City hereunder, or any software similar in functionality or design or is otherwise related to the Programs developed by Contractor for City pursuant to this Agreement without prior, express, written consent of the Office of the Clerk of the Board. City retains the right to develop, use, market, license, and sell the System on its own or with a third-party at will and without consent of the Contractor. City shall notify Contractor when City licenses or sells System on its own or with a third-party. City reserves the right to collect license payments from licenses sold by the City and to remit Contractor's share of royalty payments to the Contractor quarterly. Upon approval by the City as stated above, the Contractor retains the right to use general knowledge, skills, experience, and technologies acquired during the project in future projects to build legislative management systems for third parties from the ground up that do not use the System, software, design, programs, intellectual property, or technology developed by the Contractor for City pursuant to this agreement.

9.7 Third Party License Requirements. All licenses granted to third parties for use of the System shall include in the license agreement an indemnification clause that the licensee agrees to use the System as is, assume the full risk of using the System, and will hold both City and Contractor harmless.

9.8 Royalty Payments. Contractor shall build, develop, and implement the System such that the System is easily and readily configurable for licensing to other Boards and Commissions within the City and County of San Francisco and other domestic governments within the State of California. Contractor shall provide City with copies of license agreements prior to execution of the license agreement, after execution of the license agreement, and by request of the Clerk of the Board of Supervisors. Contractor shall provide City an accounting of all royalties including without limitation copies of invoices from license agreements and license payments upon request of the Clerk of the Board of Supervisors.

9.8.1 Royalty Payments from Sale of System to Other City Departments, Boards, and Commissions. City, through the Office of the Clerk of the San Francisco Board of Supervisors shall have the exclusive right to license or sell the System with the Base, Tier 1 System features listed in paragraph 9.8.1(a) to other Departments, Boards, and Commissions of

the City and County of San Francisco. Upon sale or license of the System with features listed in paragraph 9.8.1(a) to Other city Departments, Boards, and Commissions, City shall remit a royalty payment to the Contractor that is **twenty-five percent (25%)** of the fees received from each licensee quarterly.

(a) **Base Tier 1 Features include the following:**

(1) **Modules:**

- (A) Agendas/Minutes/Files Management
- (B) Legislative Drafting Tool
- (C) Boards and Commission
- (D) Public Web Portal

(2) **Agendas / Minutes / and File Management**

- (A) Member Appointment and Term Recordation (current & future)
- (B) Body Creation and Sunset Recordation (up to 2 bodies)
- (C) Automatic ADA Compliance

(3) **Files**

(A) File Creation

- (I) Automatic Numbering
- (II) File Type
- (III) Status Tracking and Report
- (IV) Short Titles (unlimited characters)
- (V) Long Titles (unlimited characters)
- (VI) Text Sections
- (VII) Spell Check
- (VIII) Audit of Administrative Changes
- (IX) People / Department Recordation including Sponsors, Requesting Department
- (X) Attachments (up to 5 attachments)

(B) History Log

(C) File Repository (up to 20 GB)

(D) OCR Capabilities

(4) **Agendas**

(A) Agenda Creation from Files (up to 32/year)

- (I) Export of Agenda Items to SFGovTV

(B) Agenda Publishing to Public Portal (up to 32/year)

(5) **Minutes**

(A) Minutes Derived from Agendas (up to 32/year)

- (I) Attendance
- (II) Motions/Actions
- (III) Voting

(B) Minutes Publishing to Public Portal (up to 32/year)

(6) **Public Portal**

(A) Public Portal for:

- (I) Agendas (up to 32/year)
- (II) Minutes (up to 32/year)
- (III) Files (up to 1 GB)

- (IV) Search Capabilities for Existing Fields
 - (B) Standardized Template Reports (up to 6) (Legislation Introduced, Pending List, Master Report, Tails, Vote History of Members, Item Sponsored)
 - (C) Ability to connect to Granicus for televised meetings
- (7) **Legislative Drafting Tool**
 - (A) File Creation
 - (I) Automatic Numbering
 - (II) Status Tracking and Report
 - (III) Short Titles
 - (IV) Long Titles
 - (V) Text Sections
 - (VI) History Recordation
 - (VII) People/Department Recordation (e.g., Sponsors, Requesting Department)
 - (VIII) Municipal Code Identifier
 - (IX) Attachments (unlimited)
 - (X) Eligibility Checklist for various types of legislation
 - (XI) Multiple User Accounts (up to 10 users)
 - (XII) Approval Tracking
 - (XIII) Email Notification for Status Change, Tasks or Deadlines
 - (B) Submission to Clerk of the Board for eligibility
 - (C) Scheduling Calendar
- (8) **Boards and Commissions Database**
 - (A) Creation of Boards/Commissions/Committees/Task Forces
 - (B) Term Recordation
 - (C) Seat History Recordation (current & future)
 - (D) Compliance Tracking
 - (E) Public Portal:
 - (I) Vacancy Notice
 - (F) Maddy Act Report
 - (G) Email Notification for upcoming term expirations or body sunset dates
- (9) **Configuration, Installation, Deployment, and Go-Live**
- (b) **Base Tier 1 Features do not include the following and must be purchased from Contractor at an additional cost to the licensee:**
 - (1) Software customizations
 - (2) Migration of historical data
 - (3) Training
 - (4) Post Go-Live Software maintenance and support

9.8.2 Royalty Payments from License or Sale of System to Domestic Governments in the State of California. City, through the Office of the Clerk of the San Francisco Board of Supervisors shall have the right to license or sell the System with the Base, Tier 1 System features listed in paragraph 9.8.1(a) to Other Domestic Governments in the State of California. Upon sale or license of the System to Other Domestic Governments in the State of California, City shall remit a royalty payment to the Contractor that is **forty percent (40%)** of the fees received from each licensee quarterly. Upon sale or license of the System with the Base, Tier 1 System features listed in paragraph 9.8.1(a) to Other Domestic Governments in the State of California, Contractor shall remit a royalty payment to the City that is **sixty percent (60%)** of the fees received from each licensee quarterly. On a case-by-case basis and upon written approval of the Office of the Clerk of the Board, the City may reduce the City's share of royalties for sale or license of the System with the Base, Tier 1 System features listed in paragraph 9.8.1(a) from **sixty percent (60%)** to **ten percent (10%)** on the condition that Contractor sell or license the Base, Tier 1 System at a discounted price mutually agreed-upon in writing by the Contractor and the Office of the Clerk of the Board. Contractor shall remit to City **twenty percent (20%)** of the fees received from sale or license of features in paragraph 9.8.1(b) to Other Domestic Governments in the State of California.

9.8.3 Royalty Payments from License or Sale of System to Domestic Governments Outside of the State of California and Foreign Governments. City, through the Office of the Clerk of the San Francisco Board of Supervisors shall have the right to license or sell the System with the Base, Tier 1 System features listed in paragraph 9.8.1(a) to Other Domestic Governments Outside of the State of California and Foreign Governments. Upon sale or license of the System to Other Domestic Governments Outside of the State of California and Foreign Governments, City shall remit a royalty payment to the Contractor that is **forty percent (40%)** of the fees received from each licensee quarterly. Upon sale or license of the System with the Base, Tier 1 System features listed in paragraph 9.8.1(a) to Other Domestic Governments Outside of the State of California and Foreign Governments, Contractor shall remit a royalty payment to the City that is **sixty percent (60%)** of the fees received from each licensee quarterly. Contractor shall remit to City **twenty percent (20%)** of the fees received from sale or license of features in paragraph 9.8.1(b) to Other Domestic Governments Outside of the State of California and Foreign Governments.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1,

Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (i) asking such applicants about their current or past salary, or (ii) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least **sixteen percent (16%)** of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. Administrative Code Chapter 12P applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Administrative Code Chapter 12Q applies to this Agreement. Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the

date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Consideration of Criminal History in Hiring and Employment Decisions.

10.12.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.12.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.13 Nonprofit Contractor Requirements.

10.13.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.13.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings

requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.14 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.15 Reserved.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Edward de Asis Deputy Director of Administration and Finance San Francisco Board of Supervisors 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102 edward.deasis@sfgov.org (415)-554-7704
To Contractor:	Benafsha Irani Managing Partner WCG, Inc. (West Coast Consulting Group) 355 Bryant St UNIT 202 San Francisco, CA 94107 (415) 626-3493 benafsha.irani@westcoastconsulting.com

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), and (v) the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law. City acknowledges that City is responsible for responding to California Public Records Act and San Francisco Sunshine Ordinance requests.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract, including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

11.15 Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Management of City Data.

13.1.1 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.1.2 Use of City Data. Contractor agrees to hold City Data received from, created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City's City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, including user tracking and exception City Data within the System, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.1.3 Access to and Extraction of City Data. City shall have access to City Data 24-hours a day, 7 days a week. The System shall be capable of creating a digital, reusable copy of City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and JavaScript object notation. City Data that is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the System.

13.1.4 Backup and Recovery of City Data. City is responsible for maintaining a backup of City Data. Contractor shall assist City with backup and recovery of City Data upon request of the City. Contractor will adhere to City's schedule for backing up data.

13.1.5 Data Breach; Loss of City Data. In the event of any Data Breach, act, SaaS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a) Notify City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

- (1) the nature of the unauthorized access, use or disclosure;
- (2) the Confidential Information accessed, used or disclosed;
- (3) the person(s) who accessed, used, disclosed and/or received protected information (if known);
- (4) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (5) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) In the event of a suspected Breach, Contractor shall keep City informed regularly of the progress of its investigation until the uncertainty is resolved;

(c) Contractor shall coordinate with City in its breach response activities including without limitation:

- (1) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (2) Promptly (within 2 business days) designate a contact person to whom City will direct inquiries, and who will communicate Contractor responses to City inquiries;
- (3) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by City, and undertake appropriate response activities;
- (4) Provide status reports to City on Data Breach response activities, either on a daily basis or a frequency approved by City;
- (5) Make all reasonable efforts to assist and cooperate with City in its Breach response efforts;
- (6) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and
- (7) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(d) In the case of PII or PHI, at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

(e) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring

services, for no fewer than twenty-four (24) months following the date of notification to such individuals;

(f) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(g) Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(h) Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(i) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(j) Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

(k) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

13.2 **Proprietary or Confidential Information.**

13.2.1 Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data, which includes proprietary or Confidential Information. Contractor and any subcontractors or agents shall use City Data only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of City Data and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of City Data shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, City may bring a false claim action against Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar Contractor. Contractor agrees to include all of the terms and conditions regarding City Data contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

13.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, Contractor agrees to hold all City Data in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such City Data to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such City Data for any purposes whatsoever other than

the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all City Data confidential.

13.2.3 Nondisclosure. Contractor agrees and acknowledges that it shall have no proprietary interest in any City Data and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by City, any of City Data it produces, receives, acquires or obtains from City. Contractor shall take all necessary steps to ensure that City Data is securely maintained. Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event Contractor becomes legally compelled to disclose any City Data, it shall provide City with prompt notice thereof and shall not divulge any information until City has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by City are unsuccessful, or City otherwise waives its right to seek such remedies, Contractor shall disclose only that portion of City Data that it is legally required to disclose.

13.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

13.2.5 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

13.2.6 Cooperation to Prevent Disclosure of City Data. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any City Data. Without limiting the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to City Data has violated or intends to violate the terms of this Agreement and Contractor will cooperate with City in seeking injunctive or other equitable relief against any such person.

13.2.7 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to City, which damage may be inadequately compensable in the form of monetary damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of City, the immediate termination of this Agreement, without liability to City.

13.2.8 Surrender of City Data upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, early termination or termination for convenience, Contractor shall, within five (5) calendar days from the date of termination, return to City any and all City Data received from City, collected or created by Contractor on

behalf of City, which are in Contractor's possession, custody, or control. The return of City Data to City shall follow the timeframe and procedure described further in this Agreement (Article 8).

13.2.9 Data Security. To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security systems and procedures, and adjust its security systems and procedures in response to relevant changes in technology, with respect to (a) the Services, (b) Contractor's Website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 5 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

(1) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798 et seq);

- (2) The European General Data Protection Regulation (“GDPR”);
- (3) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States;
- (4) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;
- (5) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;
- (6) Relevant security provisions of the Criminal Justice Services (CJIS) Security policy;
- (7) Relevant security provisions of the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of San Francisco.

13.2.10 Data Privacy and Information Security Program. Without limiting Contractor’s obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program and procedures in response to relevant changes in technology and internal and external threats to information security, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of City Data; (iii) protect against unauthorized disclosure, access to, or use of City Data; (iv) ensure the proper disposal of City Data; and (v) ensure that all of Contractor’s employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.2.11 City’s Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Article 13.

13.2.12 Data Transmission. Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g. HTTPS or SFTP or most current industry standard established by NIST). Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the United States except as provided for in Section 4.2.2(b)(ii) of this Agreement.

13.3 **Department of Technology Audit Reports of SOC-II Compliance.**

13.3.1 Contractor shall provide to City, on an annual basis, an SSAE 18, SOC 2, Type 2 Report, and an SSAE 18, SOC 1, Type 2 Audit Report, to be conducted by an independent third party (“Audit Reports”) (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. Contractor shall build System so that the System is SOC-II compliant. Upon request of the City, Contractor shall allow the Office of the Clerk of the Board or an auditor engaged by the Office of the Clerk of the Board to perform an audit of the Contractor for SOC-II Compliance, upon a prior 24-hour notice and only during regular business hours (Monday - Friday, 9 a.m. - 5 p.m. excluding holidays and weekends). If Contractor receives a so-called “negative assurance opinion,” or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of such opinion within three (3) days of receipt by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor’s data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

13.3.2 **Audit of Contractor’s Policies.** Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

13.3.3 **Information Security Audits.** Contractor shall allow the Office of the Clerk of the Board or an auditor engaged by the Office of the Clerk of the Board to perform yearly information security audits of their primary and backup Data Centers, during regular business hours (Monday - Friday, 9 a.m.-5 p.m., excluding holidays and weekends). The annual audits must include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the Department of Technology and the City directly on the internal network. The summary results of the audits must be shared with City. All audit findings must be remedied.

13.3.4 **Audit Findings.** Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor’s data privacy and information security program.

Article 14 MacBride and Signature

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment

inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

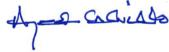
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

WCG, Inc. (West Coast Consulting Group)



Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors

Benafsha Irani
Managing Partner
355 Bryant St UNIT 202
San Francisco, CA 94107

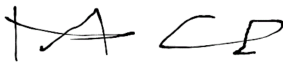
Approved as to Form:

City Supplier Number: 0000036606

David Chiu
City Attorney

By: 
Lauren Curry
Deputy City Attorney

Approved:



Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Scope of Work and Performance Specifications
- B: Documentation
- C: Project Schedule
- D: Acceptance Test Plan
- E: Calculation of Charges
- F: Maintenance Terms and Conditions
- G: Functional and Technical Requirements

Appendix A

Scope of Work and Performance Specifications

Contractor agrees to provide software development and implementation services to build a new, state-of-the-art, configurable, fully integrated, and intuitive Legislative Management System that meets the following requirements

1. General Software Requirements. The Legislative Management System application software is an Agenda and Meeting Minutes tracking and management application based on the Rules of Order for the City and County of San Francisco and must satisfy the following requirements:

- A. All function and technical requirements listed in Attachment 8 of the request for proposal for Sourcing Event 0000008036, the most recent version of which is in Appendix G.
- B. Requirements listed elsewhere in the request for proposal and attachments for Sourcing Event 0000008036.
- C. Requirements listed anywhere in this agreement.
- D. New requirements that will be discovered during project implementation.
- E. Requirement to fully replace the City's existing legacy Legislative Management System.
- F. Create Dashboard for Legislative Tracking for Clerk of the Board

2. Requirement that the Legislative Management System Conform to the City's Legislative Process. The City will not change any of its existing business processes and will not change its legislative process to conform to the new Legislative Management System. The Legislative Management System must conform to and abide by the City's business processes and legislative process as described by several resources including but not limited to the following:

- A. San Francisco Board of Supervisor's Business Process Diagram;
- B. Legislative item inputs and outputs processed and produced by the existing legacy legislative management system;
- C. Legislative Process Handbook;
- D. Rules of Order;
- E. Special Handling Requirements;
- F. Glossary of Terms Related to the Legislative Process; and
- G. Legislative and business processes requested by staff of the Office of the Clerk of the Board.

The Legislative Management System must be flexible and configurable so that the System can immediately adapt to legislative process changes by flipping switches on an intuitive front-end graphical user interface.

3. Installation on both City's on-premises IT servers and equipment; and on the SF Cloud. Contractor shall support installation and operation of the new Legislative Management System from both the City's cloud environments and the City's on-premises server systems.

Contractor will not be responsible for purchasing, installing or maintaining hardware and any updates related to hardware, security compliance and monitoring of City's equipment for production, test and backup environments.

4. Compatibility with City's software platform and IT and computer equipment. The Legislative Management System software must remain compatible with City IT and computer equipment and City licensed software and operating systems at all times.

5. Fast Response Times. Fast response times of under 50 milliseconds to any and all user input at all times 24 hours by 7 days a week during peak and off-peak hours and regardless of the number of users using the Legislative Management System, regardless of the number of processes and transactions running in the Legislative Management System, and regardless of the amount of Data stored in the Legislative Management System including but not limited to the following user input:

- A. Navigation between different system screens;
- B. Data entry;
- C. Keyboard input;
- D. Mouse input;
- E. Text entry into fields;
- F. Button presses;
- G. Clicks on hyperlinks;
- H. Queries and searches;
- I. Download of reports;
- J. Download of legislative items and supporting documents; and
- K. Upload of legislative items and supporting documents

6. Free of bugs and defects. The Legislative Management System must be free of any bugs, compilation errors, run-time errors, software defects, design flaws, and architecture flaws. City's definition of bugs and defects that Contractor must correct prior to final acceptance shall prevail.

7. Intuitive User Interface. The graphical user interface must be fast, visually appealing, intuitive to use, and free of redundant fields, buttons, icons and other input controls. Textual titles, descriptions, and appearance of fields, buttons, controls, icons, reports, and screens must be human readable and immediately decipherable. The graphical user interface must be reconfigurable by Contractor and City to meet users' requests for changes to the user interface.

8. Requirement for open application programming interfaces (APIs) and software interfaces with other City IT Systems. Contractor shall construct bidirectional software interfaces that transfer data in real-time between the Legislative Management System and the following City IT Systems:

- A. SFGov TV;

9. Requirement for Availability at All Times. The Legislative Management System must remain available for use at all times 24 hours by 7 days a week.

10. Requirement to Store City's Legislative History Back to 1906 and Before in a Records Repository. The Legislative Management System must store and archive the entirety of City's Legislative History. The volume of data will continue to grow. The Legislative Management System must be able to immediately query, search, retrieve, and process this data while meeting the requirement above for fast response times of 50 milliseconds or less.

11. Requirement to Build a Fully Integrated Legislative Management System. System modules including the Legislative Drafting Tool, Agenda Management, Meeting Management, Minutes Management, and Records Repository must interact seamlessly and transfer data in real-time while meeting the requirement above for fast response times of 50 milliseconds or less.

12. Requirement to Protect the Confidentiality of City Data. Data in the Legislative Management System deemed confidential by City shall be protected from unauthorized access.

13. Requirement for Flexibility and High Configurability. The Contractor shall build, develop, and implement the new legislative management system such that the system is easily and readily configurable to meet the business process requirements of other Boards and Commissions within the City and County of San Francisco and other domestic governments within the United States and international governments outside the United States. The Legislative Management System must be highly configurable using front-end screens and controls that allow for the reconfiguration of the Legislative Management System to conform to the business processes of other City Boards and Commissions and Boards and Commissions of other governments.

14. Interface with Children Legislative Management Systems Licensed to Other City Boards and Commissions. Parent-child relationship between the Legislative Management System instance of the Clerk of the Board and other Legislative Management System instances used by other city departments, Boards, and Commissions such that information can be pushed down from the Legislative Management System instance of the Clerk of the Board and other Legislative Management System instances.

Contractor agrees to provide the following software development, implementation, support, installation, and deployment services for the Legislative Management System.

1. Performance of all work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance must be done in-person by the Contractor and all Subcontractors in San Francisco, California. Because City, Contractor, and Subcontractor must work closely together at all phases on the project in the same time zone to ensure successful completion of Legislative Management System, the Contractor including the prime contractor and all subcontractors shall perform all work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance in-person in San Francisco, California, United States.

2. Data Migration. The Contractor shall support migration of City data from the existing legacy legislative management system to the new legislative management system independently and without assistance from City staff and without assistance from the vendor for the City's existing legacy legislative management system. The Contractor of the new legislative management system shall build the underlying database of the Legislative Management System

so that the database can store all of the data presently stored in the City's existing legislative management system without loss or truncation of existing City data. The Contractor shall support migration of City data between the City's different IT and hardware systems including but not limited to both cloud environments and on-premises servers.

3. **Installation on City IT Equipment.** The Contractor shall support installation of the Legislative Management System software between the City's different IT and hardware systems including but not limited to City computer equipment and both cloud environments and on-premises servers. Contractor shall support and build the Legislative Management System for installation to and operation from **both City's on-premises servers and City's cloud.**

4. **Requirement for Iterative Design Process.** At all phases of the project, Contractor shall use the iterative process with one-week sprints. At the end of each one-week sprint, Contractor shall present working, functioning Legislative Management System software with additional working software functionality to City for feedback from the City in-person in City premises at dates and time selected by City. Contractor shall receive feedback from the City for working Legislative Management System software to be completed for the following sprint.

5. **Patching and Software Updates.** The Contractor shall provide patches and software updates that accommodate all configurations and customizations to the new legislative management system software including configurations, customizations, and modifications to the source code made by City.

6. **Training.** Contractor shall provide in-person, live, and recorded training to staff of the Office of the Clerk of the Board, users in other City departments, Boards, and Commissions, and users from the public on how to use the Legislative Management System. Contractor shall provide training manuals. The Contractor shall train staff of Office of the Clerk of the Board of San Francisco upon request by the Clerk of the Board of San Francisco on software maintenance of the new legislative management system and configuration of the new legislative management system so that the system is easily and readily configurable to meet the business process requirements of other Boards and Commissions within the City and County of San Francisco and other domestic governments within the United States and international governments outside the United States.

Recognizing that the functional and technical requirements of the new legislative management system software that will be built by the Contractor included intellectual property conceived by the City, the City reserves the right to sell licenses on its own at will.

Appendix B Documentation

The following is a non-exhaustive list description of all technical publications relating to use of the System, such as reference, installation, administrative, maintenance, and programmer manuals, and the number of copies of each to be provided by Contractor to City. The Contractor must provide this documentation in printed and electronic form including but not limited to pdf. Contractor is responsible for updating documentation listed in Appendix B. Contractor shall update Documentation whenever requested of the City. Contractor shall deliver 20 paper copies and electronic copies of the updated Documentation whenever requested of the City at no cost to City. Contractor shall follow the method of delivery prescribed by the City. The City retains the right to change the number of paper copies that the Contractor must deliver. All Documentation is confidential and Contractor and all Subcontractors shall not share Documentation without prior, express, written consent of the City. City retains right to require the Contractor to work with the City staff on preparation of Documentation to ensure Documentation meets users' needs.

Documentation	Purpose and Description	Version
User Manual & Guide for Users in the Office of the Clerk of the Board	Clear, detailed, consolidated instruction guide with screenshots that City users with minimal to no IT knowledge in the Office of the Clerk of the Board can follow to successfully complete legislative process tasks in the front-end including but not limited to preparing the legislation introduction form; drafting legislation on pleading paper and attaching the required support in the integrated drafting tool using a checklist; preparing agendas; managing meetings and recording attendance, action items, and votes; preparing minutes; recording, storing, and saving approved legislation; searching and tracking legislative items as the items move through the legislative process; running complex queries and searches; running reports; and building ad hoc reports.	Electronic
System Administration Manual & Guide	Clear, detailed, consolidated instruction guide with screenshots that system administrators in the Office of the Clerk of the Board can follow to successfully complete system administration tasks including but not limited to common backend tasks including queries of data and metadata; creating views; creating data dumps from the backend; creating reports in the front-end; optimizing database speed and performance; installing the software on both the City's on-premises IT equipment, servers, computers,	Electronic

Documentation	Purpose and Description	Version
	and the SF Cloud; creating user roles and granting permissions; granting and removing access to the system, individual modules, and data within individual models; creating new users and assigning roles; creating system and data backups; downloading and uploading data in the back-end; performing system restores; configuring the System for changes to the legislative process; installing software patches and updates; and displaying database tables and their relations in an Integrated Development Environment or similar software. The System Administration Manual and Guide must describe the System Architecture, how the component modules interact to successfully execute City's legislative process, and all roles in the System.	
System Configuration Guide for Users in the Office of the Clerk of the Board	Clear, detailed, consolidated instruction guide with screenshots that City users with minimal to no IT knowledge in the Office of the Clerk of the Board can follow to reconfigure the System in a Graphical User Interface so that the Legislative Management System flexibly accommodates changes to the legislative process.	Electronic
System Configuration Guide for System Administrators in the Office of the Clerk of the Board	Clear, detailed, consolidated instruction guide with screenshots that system administrators in the Office of the Clerk of the Board can follow to reconfigure the System in a front-end Graphical User Interface and in the back-end so that the Legislative Management System flexibly accommodates changes to the legislative process.	Electronic
Job Aides for Users in the Office of the Clerk of the Board	Clear, detailed job aides with screenshots and step-by-step procedures that City users with minimal to no IT knowledge in the Office of the Clerk of the Board can follow to learn and successfully complete common legislative processes in the front-end including but not limited to the following: ● Preparing the Legislation Introduction Form; ● Drafting legislation on pleading paper and attaching the required support in the integrated drafting tool using a checklist; ● Preparing agendas; ● Managing meetings recording attendance, action items, and votes;	Paper & Electronic

Documentation	Purpose and Description	Version
	● Preparing minutes; ● Recording, storing, and saving approved legislation; ● Running complex queries and searches; ● Searching and tracking legislative items as the items move through the legislative process; ● Running reports; and ● building ad hoc reports.	
Job Aides for Users in Other Departments	Clear, detailed job aides with screenshots and step-by-step procedures that City users with minimal to no IT knowledge in the Other City Departments can follow to learn and successfully complete common legislative processes in the front-end including but not limited to the following: ● Preparing the Legislation Introduction Form; ● Drafting legislation on pleading paper and attaching the required support in the integrated drafting tool using a checklist; and ● Searching and tracking legislative items as the items move through the legislative process.	Electronic
Job Aides for System Administrators in the Office of the Clerk of the Board	Clear, detailed job aides with screenshots and step-by-step procedures that system administrators in the Office of the Clerk of the Board can follow to successfully complete system administration tasks in the backend including but not limited to the following: ● Queries of data and metadata; ● Creating views; ● Creating data dumps from the backend; ● Creating reports in the front-end; ● Optimizing database speed and performance; ● Installing the software on both the City's on-premises IT equipment, servers, computers, and the SF Cloud; ● Creating user roles and granting permissions; ● Granting and removing access to the system, individual modules, and data within individual models; ● Creating new users and assigning roles; ● Creating system and data backups; ● Downloading and uploading data in the back-end;	Electronic

Documentation	Purpose and Description	Version
	● Performing system restores; ● Configuring the System for changes to the legislative process; ● Installing software patches and updates; and ● Displaying Database Tables and Their Relations in an Integrated Development Environment or similar software.	
Job Aides for Users from the Public	Clear, detailed job aides with screenshots and step-by-step procedures that users from the public with minimal to no IT knowledge can follow to learn and successfully complete common legislative processes in the front-end, online public portal including but not limited to the following: ● Creating a user account; ● Performing complex queries and searches for legislative items; ● Tracking legislative items as the items move through the legislative process using the portal and the heat map; and ● Downloading legislative items and supporting documents from the online public portal. The job aide for users from the public must follow current, widely accepted ADA and digital accessibility standards.	Electronic
Training Manuals for Users in the Office of the Clerk of the Board	Clear, detailed training manuals with narrative descriptions, screenshots and step-by-step procedures that new users in the Office of the Clerk of the Board with minimal to no IT knowledge can follow to learn about the purpose and function of the legislative management system, how the legislative management system fits into the San Francisco City Government and San Francisco's legislative process; and complete common tasks the users from the Office of the Clerk of the Board will perform in the System.	Electronic
Training Manuals for Users in Other Departments	Clear, detailed job aides with screenshots and step-by-step procedures that new users from the Other Departments with minimal to no IT knowledge can follow to learn about the purpose and function of the legislative management system, how the legislative management system fits into the San Francisco City Government and San Francisco's legislative process;	Electronic

Documentation	Purpose and Description	Version
	and complete common tasks the users from Other Departments will perform in the System.	
Training Manuals for Users from the Public	Clear, detailed job aides with screenshots and step-by-step procedures that new users from the public with minimal to no IT knowledge can follow to learn about the purpose and function of the legislative management system, how the legislative management system fits into the San Francisco City Government and San Francisco's legislative process; and complete common tasks the users from the public will perform in the System.	Electronic
Training Manuals for System Administrators in the Office of the Clerk of the Board	Clear, detailed, consolidated training manual with narrative descriptions, screenshots, and step-by-step procedures that new system administrators in the Office of the Clerk of the Board can follow to learn about the purpose and function of the legislative management system, how the legislative management system fits into the San Francisco City Government and San Francisco's legislative process; and complete common tasks the System Administrator from the Office of the Clerk of the Board will perform in the System.	Electronic
Electronic Copy of Source Code	Print out of source code with clear comments explaining how libraries, functions, routines, objects, & variables work and following accepted software coding convention for naming libraries, functions, routines, objects, & variables. The Contractor shall deliver copies of the source code whenever requested by the City that can be viewed and read in any integrated development environment (IDE) selected by the City, is ready for compilation, execution, and installation and operation from the City's IT and hardware systems including cloud environments and on-premises servers.	Electronic
Instructions for Compiling Source Code	Clear, detailed, step-by-step, instruction guide with screenshots that system administrators and users in the Office of the Clerk of the Board can follow to compile the source code successfully into object code and executable machine language using a compiler and integrated development environment specified by City. Instructions must include procedures for troubleshooting failed compilations.	Electronic

Documentation	Purpose and Description	Version
Instructions for Running Executables	Clear, detailed, step-by-step, instruction guide with screenshots that system administrators and users in the Office of the Clerk of the Board can follow to install and run executables on	Electronic
Database Diagrams	Graphical pictorial diagrams illustrating the database design including but not limited to all database tables and objects; the table's and object's names, object type, data fields, data types, constraints; and relationships between tables and object. The diagram must include narrative descriptions of all content in the diagrams.	Electronic
Instructions for Displaying Database Tables and Their Relations in an Integrated Development Environment	Clear, detailed, consolidated instruction guide with screenshots and step-by-step procedures that system administrators in the Office of the Clerk of the Board can follow to successfully display the database diagram and design in an Integrated Development Environment or similar software in graphical form.	Electronic
Diagram of System Architecture	Graphical pictorial diagrams illustrating the system design including but not limited to all modules such as the drafting tool, agenda preparation, meeting management, minutes preparation, records archive, heat map, and interfaces to SFGov TV and Drupal or a similar IT System used by the Office of the Clerk of the Board. The diagram must include narrative descriptions of all content in the architecture diagram.	Electronic
Software Interface Manual, Guide, and Electronic and Paper Copy of Code	Clear, detailed, consolidated manual and guide describing and detailing the design, code, programming language, and data structure for the software interface between the Legislative Management System and other IT systems including but not limited to the following: ● SFGov TV; ● Drupal or a similar IT System used by the Office of the Clerk of the Board; ● Salesforce CRM System; ● 311; ● Any Other City IT Systems; and ● Children Legislative Management Systems Licensed to Other City Boards and Commissions. Software interface manual and guide must include instructions that City IT Staff can follow for building software interfaces to other City IT Systems in the	Electronic

Documentation	Purpose and Description	Version
	future. The Contractor shall deliver copies of the software interface whenever requested by the City that can be viewed and read in any integrated development environment (IDE) selected by the City, is ready for compilation, execution, and installation and operation from the City's IT and hardware systems including cloud environments and on-premises servers.	
Any Other Documentation Listed in Attachment 8 or elsewhere in the RFP for Sourcing Event 0000008036 not already included in this table	All Documentation Listed in Attachment 8 or elsewhere in the RFP for Sourcing Event 0000008036	Electronic
Any other documentation requested by the Office of the Clerk of the Board	Additional Documentation that City requires during the contract term.	Electronic

Appendix C Project Schedule

Contractor shall follow the Project Schedule below. City reserves the right to change the Project Schedule and the Deliverables due at each Critical Milestone at will.

1. Phase 1: Critical Milestone – Create Working Demo

a. Completion Date: June 6, 2024

Contractor shall complete and deliver to City for City's review the following work:

b. Description of Services and Scope of Work

Contractor shall work in-person in San Francisco, California, United States and closely with staff of the Office of the Clerk of the Board and other stakeholders and user groups using an iterative process with one-week sprints to complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors with the following base functionality in the City's existing legislative management system:

Board of Supervisors Legislative Management System

- **Meeting, Agenda and Minutes Management**
- **Audit Tracking**
- **Search Capability**

Contractor shall deliver to City digital electronic copy of source code for the demo software as specified in Appendix B.

c. Review Period: 10 day

The length of time following delivery to City of the Work specified above, or resubmission of such Work to City following error correction by Contractor, that City shall have to review the completed Work and give notice to Contractor of City's acceptance or rejection of the completed Work. The City reserves the right to extend the Review Period at will.

d. Acceptance Window: Immediate

The time period following completion of Phase 1 during which Contractor must secure Acceptance of that phase from City. The City reserves the right to extend the Acceptance Window at will but in no event by more than 30 days.

2. Phase 2a: Critical Milestone – Replacement of City's Legislative Management System

a. Completion Date: January 17, 2025

Contractor shall complete and deliver to City for City's review the following work:

b. Description of Services and Scope of Work

Contractor shall work in-person in San Francisco, California, United States and closely with staff of the Office of the Clerk of the Board and other stakeholders and user groups using an iterative process with one-week sprints to complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors with the following base functionality and all functionality and data in the City's existing legislative management system:

Board of Supervisors Legislative Management System

- **Meeting, Agenda and Minutes Management**
- **File Management**
- **Bidirectional Software Interface with SFGov TV**
- **Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board**
- **Calendaring, scheduling, ticklers, & e-mail**
- **Online Public Portal**
- **Intuitive navigable Agenda and Minutes hyperlinks to legislative items**
- **Agenda links to relevant video spots**
- **Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal**
- **Strong auditing function for identifying admin user access and users that made changes to legislative items**
- **Robust search capacity and saved searches**
- **Speed for fast response times to user input of under 50 milliseconds at all times**
- **Spell check**
- **Optical Character Reading (OCR)**
- **Satisfaction of Digital Accessibility and Inclusion Standards**

Contractor shall perform the following services:

- Provide working software to users that is free of bugs, defects, and run-time errors
- Perform complete end-to-end testing
- Complete parallel testing in the City's existing legislative management system and Legislative Management System to ensure that the Legislative Management System includes the functionality in the City's existing legislative management system
- Migrate all data from the City's existing legislative management system to Legislative Management System
- Complete user acceptance testing
- Deliver documentation
- Complete user training

- Retire and De-commission the City's existing legislative management system
- Complete installation on City IT Equipment both on-premises and in the SF Cloud
- Deliver Electronic Copy of Source Code as specified in Appendix B

c. Review Period: 30 days

The length of time following delivery to City of the Work specified above, or resubmission of such Work to City following error correction by Contractor, that City shall have to review the completed Work and give notice to Contractor of City's acceptance or rejection of the completed Work. The City reserves the right to extend the Review Period at will.

d. Acceptance Window: 90 days

The time period following completion of Phase 2 during which Contractor must secure Acceptance of that phase from City. The City reserves the right to extend the Acceptance Window at will .

3. Phase 2b: Critical Milestone – Completion of Legislative Management System

a. Target Completion Date: March 31, 2025

Contractor shall complete and deliver to City for City's review the following work:

b. Description of Services and Scope of Work

Contractor shall work in-person in San Francisco, California, United States and closely with staff of the Office of the Clerk of the Board and other stakeholders and user groups using an iterative process with one-week sprints to complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors that meets the Requirements in Appendix A with the following base functionality and all functionality and data in the City's existing legislative management system:

Board of Supervisors Legislative Management System

- **Meeting, Agenda and Minutes Management**
- **File Management**
- **Bidirectional Software Interface with SFGov TV**
- **Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board**
- **Calendaring, scheduling, ticklers and email**
- **Legislative Drafting Tool connected to Heat Map**
- **Online Public Portal with Heat Map Display**
- **Intuitive navigable Agenda and Minutes hyperlinks to legislative items**
- **Agenda links to relevant video spots**

- **Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal**
- **Records repository, including access to prior year legislative items from 1906 to present**
- **Support for different modes of collecting public comment and linking to Legislative file, agenda, minutes, packet and C-pages**
- **Boards, Commissions and Advisory Bodies Legislative Management System for Board, connected to 311**
- **Support for Licensing of Children Legislative Management Systems and Boards, Commissions and Advisory Bodies Legislative Management System, connected to 311**
- **Strong auditing function for identifying admin user access and users that made changes to legislative items**
- **Support for Mobile Technologies**
- **Robust search capacity and saved searches**
- **Speed for fast response times to user input of under 50 milliseconds at all times**
- **Spell check**
- **Optical Character Reading (OCR)**
- **Signature and DocuSign capability, under multiple approvers**
- **Satisfaction of Digital Accessibility and Inclusion Standards**

Contractor shall perform the following services:

- Provide working software to users
- Perform complete end-to-end testing
- Migrate all data from the City's existing legislative management system to Legislative Management System
- Complete testing of the City's existing legislative management system in parallel with Legislative Management System
- Complete user acceptance testing
- Deliver documentation
- Deliver Electronic Copy of Source Code as specified in Appendix B
- Complete user training
- Retire and De-commission the City's existing legislative management system
- Complete installation on City IT Equipment both on-premises and in the SF

Cloud

c. Review Period: 30 days

The length of time following delivery to City of the Work specified above, or resubmission of such Work to City following error correction by Contractor, that City shall have to review the completed Work and give notice to Contractor of City's acceptance or rejection of the completed Work. The City reserves the right to extend the Review Period at will.

d. Acceptance Window: 90 days

The time period of following completion of Phase 2 during which Contractor must secure Acceptance of the completed phase from City. The City reserves the right to extend the Acceptance Window at will.

Following completion by Contractor of Phase 2, City and Contractor shall commence performance of the Final Acceptance Tests.

4. Phase 3: Critical Milestone – Completion of Drafting Tool for Legislative Management System and Additional Functionality for Legislative Management System**a. Completion Date: TBD**

Contractor shall complete and deliver to City for City's review the following work:

b. Description of Services and Scope of Work

Contractor shall work in-person in San Francisco, California, United States and closely with staff of the Office of the Clerk of the Board and other stakeholders and user groups using an iterative process with one-week sprints to complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors that meets the Requirements in Appendix A with the following base functionality and all functionality and data in the City's existing legislative management system:

Drafting Tool for Legislative Management System**Deliverables:**

- Create and Build out Drafting Tool to deploy to City Departments for creation of Legislation and submitting to the Clerk of the Boards Office
- Support for Licensing of Children Legislative Management Systems and Boards, Commissions and Advisory Bodies Legislative Management System, connected to 311
- Perform complete end-to-end testing
- Complete user acceptance testing
- Deliver documentation
- Deliver Electronic Copy of Source Code as specified in Appendix B
- Complete user training

Board of Supervisors Legislative Management System

- **Meeting, Agenda and Minutes Management**
- **File Management**
- **Bidirectional Software Interface with SFGov TV**
- **Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board**

- **Calendaring, scheduling, ticklers and email**
- **Legislative Drafting Tool connected to Heat Map**
- **Online Public Portal with Heat Map Display**
- **Intuitive navigable Agenda and Minutes hyperlinks to legislative items**
- **Agenda links to relevant video spots**
- **Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal**
- **Records repository, including access to prior year legislative items from 1906 to present**
- **Support for different modes of collecting public comment and linking to Legislative file, agenda, minutes, packet and C-pages**
- **Boards, Commissions and Advisory Bodies Legislative Management System for Board, connected to 311**
- **Support for Licensing of Children Legislative Management Systems and Boards, Commissions and Advisory Bodies Legislative Management System, connected to 311**
- **Strong auditing function for identifying admin user access and users that made changes to legislative items**
- **Support for Mobile Technologies**
- **Robust search capacity and saved searches**
- **Speed for fast response times to user input of under 50 milliseconds at all times**
- **Spell check**
- **Optical Character Reading (OCR)**
- **Signature and DocuSign capability, under multiple approvers**
- **Satisfaction of Digital Accessibility and Inclusion Standards**

Contractor shall perform the following services:

- Connect the Legislative Management System to the Constituent Management System
- Provision Firewalls
- Implement automatic codification to the Municipal Code
- Implement Records Management Block and confidential memo and closed session audio
- Posting of Annual Reports, contracts, and position reports
- Accessible online public portal for viewing public records requests
- Integration of modules implemented in Year 2 with modules implemented in Year 1
- Perform complete end-to-end testing
- Complete user acceptance testing
- Deliver documentation
- Deliver Electronic Copy of Source Code as specified in Appendix B
- Complete user training
- Complete installation on City IT Equipment both on-premises and in the SF Cloud

c. Review Period: 30 days

The length of time following delivery to City of the Work specified above, or resubmission of such Work to City following error correction by Contractor, that City shall have to review the completed Work and give notice to Contractor of City's acceptance or rejection of the completed Work. The City reserves the right to extend the Review Period at will.

d. Acceptance Window: 90 days

The time period of following completion of Phase 3 during which Contractor must secure Acceptance of the completed phase from City. The City reserves the right to extend the Acceptance Window at will.

Following completion by Contractor of Phase 3, City and Contractor shall commence performance of the Final Acceptance Tests.

5. Phase 4: Software Maintenance and Post Go-Live Support

a. Time of completion

Phase 4 shall commence on the date when the City has issued Final Acceptance of the Legislative Management System following Phase 3. Phase 4 shall continue for up to 60 months or five years following the date when the City has issued Final Acceptance of the Legislative Management System until the termination date of this contract.

b. Description of Services and Scope of Work

Contractor shall work in-person in San Francisco, California, United States and closely with staff of the Office of the Clerk of the Board and other stakeholders and user groups using an iterative process with two-week sprints to provide on-going maintenance and support services, patches, upgrades, user support and training, and additional customizations, configurations, enhancements, software modules, software interfaces, and documentation requested by the Office of the Clerk of the Board. Contractor shall be paid in monthly installments.

c. Review Period: 30 days

The length of time following delivery to City of the Work specified above, or resubmission of such Work to City following error correction by Contractor, that City shall have to review the completed Work and give notice to Contractor of City's acceptance or rejection of the completed Work. The City reserves the right to extend the Review Period at will.

d. **Acceptance Window: 90 days**

The time period of following completion of Phase 4 during which Contractor must secure Acceptance of the completed phase from City. The City reserves the right to extend the Acceptance Window at will.

Appendix D Acceptance Test Plan

Acceptance Criteria:

System satisfies all the requirements set forth in Appendix A, “Scope of Work and Performance Specifications.”

Acceptance Procedure:

The Contractor shall be responsible for achieving acceptance of the legislative management system prior to go-live. The acceptance procedure includes but is not limited to the following:

1. Contractor certifies that the Legislative Management System satisfies all the requirements set forth in Appendix A, “Scope of Work Performance Specifications”, and the City concurs.
 2. Contractor certifies that the Legislative Management System is ready to be used by the City and is free of bugs and software defects, and the City concurs.
 3. Contractor has completed end-to-end testing of the Legislative Management System with City data and certifies that the Legislative Management System produces the required output and results, and the City confirms that the Legislative Management System operates as expected. Contractor shall record tests and results in formats requested by the City. Any test failures shall be immediately recorded, reported to the City, and corrected by the Contractor.
 4. Contractor has tested Legislative Management System in parallel with the City’s existing legislative management system and certifies that the minimum functionality of the City’s existing legislative management system is replicated in the Legislative Management System, and the City concurs.
 5. Contractor has completed user acceptance testing including but not limited to end-to-end user testing of the Legislative Management System with all users in the Board of Supervisors, city department users, and representative members of the public, and the City concurs that the users have accepted the system.
 6. Contractor completes training of all users in the Clerk of the Board, Board of Supervisors, and City departments, and the City concurs.
 7. Contractor has completed migration of all data from the City’s existing legislative management system to the Legislative Management System, and the City confirms that all required data has been migrated.
 8. Contractor provides all documentation including but not limited to training, operational guides, job aides, and items listed in Appendix B Documentation to the City, and the City concurs that the Contractor has provided all required documentation.
 9. Contractor provides all documentation including but not limited to training, operational guides, job aides, and items listed in Appendix B Documentation to the City, and the City concurs that the Contractor has provided all required documentation.
- The Contractor shall immediately correct any bugs or software defects discovered after go-live.

Appendix E Calculation of Charges

1. Project Cost. In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

Phase	Deliverable or Description	Target Completion Dates	Cost
1a	Critical Milestone – Proof of Concept Replacement of the City's existing legislative management system <u>Deliverables</u> ▪ Meeting, Agenda and Minutes Management ▪ Audit Tracking ▪ Search Capability Output: Acceptance of Proof of Concept by COB with sample Legislative data. Delivery of Source Code by Contractor to City as specified in Appendix B.	On or before June 6, 2024	\$185,000
2a	Critical Milestone – Requirements Observations of the City's existing legislative management system, Board Meetings, Committee Meetings and Review of Rules of Order <u>Deliverables</u> ▪ Contractor Project Manager identified and available on-site ▪ Clerk of Board Project and Technical Managers Identified ▪ Committee Clerks and Legislative Staff Key Members Identified for Requirements Phase ▪ Conduct on-site observations of current use of the City's existing legislative management system and COB processes with Legislative Staff and keys stakeholders and Clerk of the Board Committee Clerks and Legislative Staff Key Members Identified for Requirements Phase and document end-to-end Legislative Management process as it relates to current system. ▪ Map Requirement observations to the current usable functions by the COB Legislative team	June 30, 2024	\$100,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	- Create Requirements Traceability Matrix - Obtain Sign-off Output: Observation findings; Requirements Traceability Matrix; Key Staff members identified on COB team and City Project Manager to review and sign-off; Identify COB Staff members to conduct observations and interviews		
2b	Critical Milestone – Create Data Mapping/Migration Strategy Infrastructure Framework for Replacement of the City’s existing legislative management system <u>Deliverables</u> - Identify Tables and Fields in the City’s existing legislative management system database - Identify Relevant Tables and Fields being used within the City’s existing legislative management system - Map Relevant Tables and Fields to New Database Tables and Fields - Migrate Sample Data - Provide Infrastructure Architecture Diagram to BOS IT - Create Database for new legislative management system - Deliver electronic copy of source code as specified in Appendix B - Deliver Documentation related to Database as specified in Appendix B Output: Data Strategy document outlining mapping of the City’s existing legislative management system tables/fields mapped to new System’s tables/fields; Migrate sample data into new System’s tables and review with COB	September 16, 2024	\$80,000
2c	Critical Milestone – UI/Wireframes Mockups for new Legislative Management System <u>Deliverables</u> - Create Mockups for Online Portal - Create Mockups for new legislative management system	September 16, 2024	\$80,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	Conduct UI/Wireframe Sessions with COB executive team including demonstration of how legislative processes are executed in the new legislative management system Output: Figma UI/Wireframe mockups for review and sign-off by COB executive team and City Project Manager		
	Critical Milestone – LBE - ADA Compliance and Language Translation for Replacement of the City’s existing legislative management system <u>Deliverables</u> Create Requirements for ADA Compliance Conduct Testing for ADA Compliance Conduct translation for Public Portal Services as directed by Legislative Staff Satisfaction of Digital Accessibility and Inclusion Standards, which includes support for mobile technology Obtain Sign-off from City Project Manager	October 31, 2024	\$160,000
2	Critical Milestone – Development of New Legislative Management System’s functionality <u>Deliverables:</u> - Complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors that meets all requirements listed in Appendix A with the following base functionality and all functionality and data in the City’s existing legacy legislative management system: Board of Supervisors Legislative Management System Meeting, Agenda and Minutes Management File Management Bidirectional Software Interface with SFGov TV	Jan 17, 2025	\$195,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	▪ Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board ▪ Calendaring, scheduling, ticklers, & e-mail ▪ Online Public Portal ▪ Intuitive navigable Agenda and Minutes hyperlinks to legislative items ▪ Agenda links to relevant video spots ▪ Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal ▪ Strong auditing function for identifying admin user access and users that made changes to legislative items ▪ Robust search capacity and saved searches ▪ Speed for fast response times to user input of under 50 milliseconds at all times ▪ Spell check ▪ Optical Character Reading (OCR) ▪ Signature and DocuSign capability, under multiple approvers ▪ Satisfaction of Digital Accessibility and Inclusion Standards ● Provide working software to users ● Perform complete end-to-end testing ● Migrate all data from the City's existing legacy legislative management system to Legislative Management System ● Complete testing of the City's existing legacy legislative management system in parallel with Legislative Management System ● Complete user acceptance testing ● Deliver documentation ● Deliver Electronic Copy of Source Code ● Complete user training ● Retire and De-commission the City's existing legacy legislative management system		
2	Critical Milestone – Completion of Legislative Management System	March 31, 2025	\$200,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	<u>Deliverables:</u> ● Complete building testing and integration of a bug-free, fully integrated Legislative Management System that meets all requirements listed in Appendix A with the following functionality and all data and functionality currently in the City's existing legacy legislative management system: Board of Supervisors Legislative Management System ▪ Meeting, Agenda and Minutes Management ▪ File Management ▪ Bidirectional Software Interface with SFGov TV ▪ Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board ▪ Calendaring, scheduling, ticklers and email ▪ Online Public Portal with Heat Map Display ▪ Intuitive navigable Agenda and Minutes hyperlinks to legislative items ▪ Agenda links to relevant video spots ▪ Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal ▪ Strong auditing function for identifying admin user access and users that made changes to legislative items ▪ Robust search capacity and saved searches ▪ Speed for fast response times to user input of under 50 milliseconds at all times ▪ Spell check ▪ Optical Character Reading (OCR) ▪ Signature and DocuSign capability, under multiple approvers ▪ Satisfaction of Digital Accessibility and Inclusion Standards ● Provision Firewalls		

Phase	Deliverable or Description	Target Completion Dates	Cost
	● Provide working software to users ● Perform complete end-to-end testing ● Migrate all data from the City's existing legacy legislative management system to Legislative Management System ● Complete testing of the City's existing legacy legislative management system in parallel with Legislative Management System ● Complete user acceptance testing ● Deliver documentation ● Deliver Electronic Copy of Source Code ● Complete user training ● Retire and De-commission the City's existing legacy legislative management system		
3	Phase 3: Critical Milestone – Completion of Drafting Tool for Legislative Management System <u>Deliverables:</u> ● Create and Build out Drafting Tool to deploy to City Departments for creation of Legislation and submitting to the Clerk of the Boards Office ● Support for Licensing of Children Legislative Management Systems and Boards, Commissions and Advisory Bodies Legislative Management System, connected to 311 ● Perform complete end-to-end testing ● Complete user acceptance testing ● Deliver documentation ● Deliver Electronic Copy of Source Code Complete user training	TBD	TBD
3	Phase 3: Critical Milestone – Completion of Additional Functionality for Legislative Management System <u>Deliverables:</u> ● Connect the Legislative Management System to the Constituent Management System ● Implement automatic codification to the Municipal Code	TBD	TBD

Phase	Deliverable or Description	Target Completion Dates	Cost
	● Implement Records Management Block and confidential memo and closed session audio ● Posting of Annual Reports, contracts, and position reports ● Legislative Drafting Tool connected to Heat Map ● Signature and DocuSign capability, under multiple approvers ● Support for Mobile Technologies ● Records repository, including access to prior year legislative items from 1906 to present ● Support for different modes of collecting public comment and linking to Legislative file, agenda, minutes, packet and C-pages ● Boards, Commissions and Advisory Bodies Legislative Management System for Board, connected to 311 ● Accessible online public portal for viewing public records requests ● Integration of modules implemented in Year 2 with modules implemented in Year 1 ● Perform complete end-to-end testing ● Complete user acceptance testing ● Deliver documentation ● Deliver Electronic Copy of Source Code ● Complete user training		
4	Critical Milestone – Software Maintenance and Post Go-Live Support <u>Deliverables:</u> Provide on-going maintenance and support services, patches, upgrades, user support and training, and additional customizations, configurations, enhancements, software modules, software interfaces, and documentation requested by the Office of the Clerk of the Board	Ongoing Post Go-Live	TBD
	Total Cost		\$1,000,000

2. Fixed Price v Time and Materials.

Contractor will be paid a fixed price according to listed in the table under **1. Project Cost** above after the City has accepted the work that has been completed.

3. **Travel and Expense Reimbursement.**

Reimbursement for travel expenses and overhead expenses including but not limited to mileage, costs for Contractor's meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, and insurance are **not** permitted. Contractor shall bear the full cost of travel expenses and overhead expenses at no cost or charge to the City.

4. **Retainage.**

The final payment of **ten percent (10%)** of the software development and license costs shall be paid thirty **(30)** days after City issues its notice of Acceptance of the System.

5. **Invoicing.**

Contractor shall submit invoices at each critical milestone listed in the table under **1. Project Cost above** after the City has accepted the work that has been completed. Contractor shall not submit invoices until the City has accepted the work completed for each critical milestone.

Procedures for invoicing are the following:

- 1) The date of the invoice shall be no earlier than the date that City has accepted work completed for the critical milestone. Invoices submitted by Contractor prior to acceptance of work by City shall be deemed to not have been received.
- 2) The date of receipt of the invoice shall be the later of the date that a correct invoice is received via e-mail and opened by Finance Staff of the Office of the Clerk of the Board or the date that the City has accepted work for the critical milestone. The date of receipt of invoices e-mailed by Contractor on weekends or legal holidays shall be no earlier than the next business day.
- 3) City shall pay invoices within **thirty (30)** calendar days after the later of the date a corrected invoice has been received by the City or the date that the City has accepted the work completed.
- 4) Contractor shall receive payment via electronic check through Paymode-X or a similar electronic payment system used and prescribed by the City.
- 5) Contractor shall submit invoices electronically via e-mail to City to edward.deasis@sfgov.org, BOS-Finance@sfgov.org, BOS-IT@sfgov.org, mehran.entezari@sfgov.org, john.tse@sfgov.org, billy.shiu@sfgov.org.

6. **Location of Work**

All work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance shall be done in-person by the Contractor and all Subcontractors in San Francisco, California, United States . Because City, Contractor, and Subcontractor must work closely together at all phases on the project in the same time zone to ensure successful completion of Legislative Management System, the Contractor including the prime contractor and all subcontractors shall perform all work during all phases including design, development, implementation, testing, user acceptance,

deployment, and post-implementation support and maintenance in-person in San Francisco, California, United States.

7. Project Evaluation

Acceptability of the deliverables will be evaluated according to the Acceptance Test Plan in Appendix D. Deliverables and services will be deemed acceptable by the City if the Legislative Management System software is bug-free and meets all of the City's functional and technical requirements and conforms to the City's legislative business process. City will withhold invoice payments if City deems that services and deliverables are unacceptable.

8. Reports

Contractor shall submit written reports as requested by the **San Francisco Board of Supervisors**. Format for the content of such reports shall be determined by the **San Francisco Board of Supervisors**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

9. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Board of Supervisors will be the following:

Edward de Asis
Deputy Director of Administration & Finance
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415)-554-7704
edward.deasis@sfgov.org

10. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Appendix F

Software Maintenance Terms and Conditions

1. Scope of Service Coverage

a. Contractor shall provide Support Services, Patches, Upgrades, User Support and Training, and Additional Customizations, Configurations, Enhancements, Software Modules, Software Interfaces, and Documentation requested by the Office of the Clerk of the Board, during the term of this Maintenance Agreement for the Software.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1) Priority 1: An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.

2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit City's use of the Software.

3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

1) Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

2) Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.

3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

2. Hotline Support. Contractor shall provide remote access direct hotline phone support to City to help City answer routine questions with respect to the use of the Software. Contractor also shall provide remote access hotline phone support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays, and outside of the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday

when requested by the Office of the Clerk of the Board. Hotline support shall be available by electronic bulletin board, electronic mail, phone, or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

3. 24x7 Technical Support. Authorized Users will make Technical Support requests by calling or emailing Contractor's Technical Support staff or by submitting a request via Contractor's customer service web portal. The Technical Support staff shall assign to the request the Severity Level indicated by the requestor. Severity Level 1 and 2 items will be addressed 24/7. Severity Level 3 and 4 items will be addressed during the standard business hours of 6:00am-6:00pm US Pacific Time.

Severity Level	Target Response Time
Severity Level 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the application. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<i>Request Response Time: 30 minutes.</i> <i>Request Resolution Time Target: < 2 hours.</i> <i>Maximum Permitted Request Resolution Time: < 48 hours</i>
Severity Level 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<i>Request Response Time: 1 hr.</i> <i>Request Resolution Time Target: < 4hours</i> <i>Maximum Permitted Request Resolution Time: < 96 hours</i>
Severity Level 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<i>Request Response Time: 1 hrs.</i> <i>Request Resolution Time Target: < 6 hours</i> <i>Maximum Permitted Request Resolution Time: < 7 days</i>
Severity Level 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<i>Request Response Time: 1 hrs.</i> <i>Request Resolution Time Target: < 24 hours</i> <i>Maximum Permitted Request Resolution Time: < 7 days</i>

4. City Responsibilities Related to Support. City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic

information, in order to assist Contractor in providing Support Services. Contractor shall be responsible for the interface between the Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Software delivered under this Maintenance Agreement. Contractor is responsible for ensuring that City's installing, managing and operating any Software delivered under this Maintenance Agreement will be successful and free of errors.

5. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of the Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that did not conform to the requirements of this Maintenance Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

6. Qualified Personnel. Work under this Maintenance Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance Agreement.

Appendix G

Functional and Technical Requirements

ID	RFP SECTION	ORIGINAL REQU.	VALIDATED REQU.	UPDATED REQU.	NEW REQU.	REMOVED REQU.	NEW TOTAL REQU.	% COMPLETE REVIEW
FUNCTIONAL REQUIREMENTS		84	60	23	32	1	115	100%
1.1	Public Participation	5	4	1	3	0	8	100%
1.2	Legislative Item (File) Management	10	9	1	1	0	11	100%
1.3	Meeting Management	8	8	0	0	0	8	100%
1.4	Agenda and Minutes Management	9	8	0	7	1	15	100%
1.5	Search and Subscribe	6	4	2	1	0	7	100%
1.6	Printed Items	1	1	0	1	0	2	100%
1.7	Legislative Bodies, Boards Commissions and Task Forces	13	11	2	9	0	22	100%
1.8	Audio and Video	6	3	3	2	0	8	100%
1.9	Submission Interface	11	9	2	5	0	16	100%
1.10	System Administration	15	3	12	3	0	18	100%
TECHNICAL REQUIREMENTS		43	31	11	9	1	51	100%
2.1	General	4	4	0	1	0	5	100%
2.2	Application Architecture	9	4	4	2	1	10	100%
2.3	System Stability and Reliability	6	6	0	2	0	8	100%
2.4	Database Architecture	6	5	1	0	0	6	100%
2.5	Data Conversion and Migration	5	5	0	2	0	7	100%
2.6	Security and Authentication	5	2	3	2	0	7	100%
2.7	System Capacity and Performance	2	2	0	0	0	2	100%
2.8	Business Continuity and Disaster Recovery	6	3	3	0	0	6	100%
TOTALS		127	91	34	41	2	166	

ID	REQUIREMENT	YES	NO	Phase
1.1	Public Participation			
1.1.1	The system can manage public comments submitted via paper; spoken during a meeting; submitted electronically through the web, including audio and video files; and associate them with legislative items. Administrator's can reject public comment.			Phase 1
1.1.2	The system can provide a public web portal that allows the user to create a profile; to search; save searches; create e-mail alerts based on searches and manually selected legislative items; create reports and portal widgets based on search criteria; and allow alerts to be based on a change of state of an item, such as “Assigned to Committee” or “Vetoed by Mayor”. The system can provide the ability for the user to create an anonymous account without any personal identifiable information. Contact Information and protected personal information for public accounts is secured and kept confidential.			Phase 1
1.1.3	The system can provide to the public easy export; based on search results; providing legislative items at the field level of all legislative items into applications such as Microsoft Excel and Microsoft Word. It shall also be easy to export attachments to items.			Phase 1
1.1.4	The system can make searches and information available in a direct machine-to-machine data connection, for both internal and external users using industry standard formats such as JSON (JavaScript Object Notation), XML (Extensible Markup Language), and an open API (Application Program Interface).			Phase 2
1.1.5	The system's public web interface accommodates display of different languages and characters and automated translation.			Phase 2
1.1.6	The system can provide a public web portal that allows the user to navigate legislation through a City map. The user is able to enter its preferred search geo criteria (ex. address, zip code, street corners, district, block and lot, latitude & longitude, airspace) and the system is able to display all related legislation that apply to that location (covering both ground and airspace).			Phase 2
1.1.7	The system can provide a public web portal that allows the user to retrieve and re-use the most searched legislative items.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
1.1.8	The system supports the ability for public meeting submission, specifically the ability to submit and store questions about one or more individual legislative items. The system should also support the ability for the public to review all public questions submitted. Administrator can reject and moderate questions. The system allows no answer to questions.			Phase 3
1.2	Legislative Item (File) Management			
1.2.1	The system can support the current elements of our “files” or legislative items, supporting for example our numbering system automatically (YYNNNN or 170001, 170002, etc., where YY is the last two digits of the current year and NNNN is the sequential number of the series); statuses (Assigned to Rules Committee, Vetoed by Mayor, etc.); our dual titling system with both a short title (up to 150 characters) and a long title; enactment numbers (NNNN-YY so 0001-17, 0002-17, etc.).			Phase 1
1.2.2	The system can maintain versions of legislative items including version numbers, and an easy way to identify changes to the text and the author of the changes: a committee; the City Attorney; The Board, etc. The system can support comparing consecutive and non-consecutive versions’ differences and identifying authors.			Phase 1
1.2.3	The system can support designating file types to an item such as: ordinance; charter amendment; resolution; etc.			Phase 1
1.2.4	The system can support a default voting rule for each file type. This rule must be able to be overridden.			Phase 1
1.2.5	The system can record and maintain a history of the states of the item: such as introduced; Pending Committee Action; Passed; etc.			Phase 1
1.2.6	The system can attach attachments to items including video and audio files even if large. Text based attachments are automatically converted to .PDF format and are automatically made ADA (Americans with Disabilities Act) compliant. The system can handle large page dimensions, for example blueprints.			Phase 1
1.2.7	The system can support associating a file with a geographic point or a geographic area (ex. address, zip code, street corners, district, block and lot, latitude & longitude, airspace). The system is able to track and map all related legislation that apply to that location (covering both ground and airspace transfer rights).			Phase 1

ID	REQUIREMENT	YES	NO	Phase
1.2.8	The system can support associating various data and metadata to items such as recording votes; prior votes in committee(s); sponsors; co-sponsors; code section citation; requestor, and other metadata. The system can support associating various data and metadata to member absences and recusals.			Phase 1
1.2.9	The system can support attaching notes to an item.			Phase 1
1.2.10	The system can support spell-check.			Phase 1
1.2.11	The system can support all Supervisors' Offices to confidentially enter legislative item in draft mode. The system will validate draft legislation against checklist of requirements. Only if all requirements are satisfied draft legislative item will be routed to the Clerk of the Board Office for final review and approval based on eligibility requirements.			Phase 2
1.2.12	The system generates complete file packets (see Attachment IX – Report and Output Examples) with the correct ordering of items with one push of a button. This feature includes a file packet template, checklist, and / or drag-and-drop option for adding and removing items from the created packet.			Phase 2
1.2.13	The system generates reminders of the deadlines associated with each file and prompts reminders/ticklers to users to help track time and deadlines. For example, for a 30-day notice, that deadline would be entered as the file is created in the system and then at predetermined/customizable checkpoints, it reminds the user by creating a tickler on their in-system user dashboard.			Phase 1
1.2.14	The system saves notice and referral templates that can be edited, reviewed, and attached to files.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.3	Meeting Management			
1.3.1	The system can schedule meetings and maintain a calendar on the web.			Phase 1
1.3.2	The system allows the authorized user to choose a voting order before each meeting (Board rules rotate the order of voting each meeting).			Phase 1
1.3.3	The system can record the votes with different members from one item to another within the same meeting.			Phase 1
1.3.4	Vote rules can be manually overridden. Votes can be corrected in the event of special vote thresholds.			Phase 1
1.3.5	The system can record during a meeting, in a manner which can be used to create minutes, events such as votes; motions; members absent; member excused.			Phase 1
1.3.6	The system can record the time a meeting started and ended; time recessed and reconvened.			Phase 1
1.3.7	The system can timestamp the start of each item – even if the item is called out of order from the agenda.			Phase 1
1.3.8	The system can cancel a meeting and have cancelled meeting information on the calendar.			Phase 1
1.4	Agenda and Minutes Management			
1.4.1	The system can generate agendas for all body types.			Phase 1
1.4.2	Both agendas and minutes have flexible ability to insert stored paragraphs.			Phase 1
1.4.3	The system can allow a user to change the look and feel of templates for an agenda or minutes easily without cost.			Phase 1
1.4.4	The system allows authorized users to modify automatically-generated agendas, giving the users total discretion to include or exclude legislative matters and change the order of legislative matters.			Phase 1
1.4.5	The system can provide default content which can be all items either already scheduled for that meeting date, or eligible to be put on the agenda.			Phase 1
1.4.6	The system can assign all legislative matters on an agenda sequential agenda numbers during the report generation process. These are separate from the File Number. They indicate an order on the agenda. These item numbers can carry the same numbering through to the corresponding minutes, but not to the Summary of Action (Tails) report.			Phase 1
1.4.7	The system can use past tense language for recorded legislative actions.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
1.4.8	The system can allow authorized users to add and delete members from body rosters for a specific meeting quickly and easily both prior to and during a meeting. The system can then automatically display the proper roster for use in recording attendance and votes in the corresponding body minutes.			Phase 1
1.4.9	The system allows to record the agenda item number on the minutes as part of report generation process.			Phase 1
1.4.10	The system allows to route the agenda and correct item numbers to SFGovTv to support video production.			Phase 1
1.4.11	The system allows authorized users to change the agenda item numbering as needed while maintaining integrity of the overall agenda numbering. The system also allows the authorized user to override any agenda item numbering as needed.			Phase 1
1.4.12	The system highlights any automatically generated changes and allows the user to review and modify those changes as needed prior to publishing any Legislative record.			Phase 1
1.4.13	The system allows authorized users (ex. District Supervisors) to add notes to meeting documents as needed regardless of desktop or mobile device being used. The System prevents authorized users (ex. District Supervisors) from adding notes after a meeting.			Phase 2
1.4.14	The system supports the ability to partition notes and confidential memos associated with legislative records and files based on confidentiality settings. This is required to ensure that some notes and confidential memos be kept confidential for legal purposes as part of post-approval documents.			Phase 2
1.4.15	The system supports the creation of annotated agendas. The agenda should be able to include a variety of items including related legislation.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.5	Search and Subscribe			
	NOTE: Unless otherwise noted, all items in this section apply both to internal users of the system and anyone accessing the system via the public website.			
1.5.1	The system can provide search logic that support advanced and forgiving searches. (e.g. Fuzzy, Soundex, Synonym, Phonetic, Boolean, Wild Card, “did you mean...”) as well as options to create specific and targeted search queries.			Phase 1
1.5.2	The system can allow both internal and public users to name, bookmark and save a search term or complex query for future use (including but not limited to save searched based categories or specific geographic location).			Phase 1
1.5.3	The system can allow users to select a set of items as a dynamic search result, and individually selected set of items or a combination of the two.			Phase 1
1.5.4	The system can allow users to subscribe to a set of agenda items and receive e-mail notifications when their preferred agenda item has changed state based on user preferences. The notification should allow the user to set granular preferences to reflect specific user interests including for example type of legislation and a set of actions (Introduced; Referred to Committee, etc.).			Phase 1
1.5.5	The same subscription can also be made available in RSS format.			Phase 2
1.5.6	The user can export items in common formats such as XML, MS Excel, CSV, RTF/MS Word and formatted PDF.			Phase 1
1.5.7	The system provides the ability to search documents and attachments leveraging OCR capabilities.			Phase 2
1.5.8	The system provides the ability to search and report on the parties that introduced, sponsored or drafted legislation.			Phase 1
1.5.9	The system allows for searching of municipal code sections, the Brown Act, and Public Records Act by keyword and ties legislation to related code sections. The system produces reports of search results.			Phase 2
1.5.10	The system allows for searching of orders of determination by keyword and ties orders of determination to related sections of the Sunshine Ordinance. The system produces reports of search results.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.5.11	The system allows for searching of orders of determination by keyword and ties orders of determination to related sections of the LAFCo Bylaws and State Government Code. The system produces reports of search results.			Phase 2
1.5.12	Complex dynamic search. Prompt for additional search parameters and qualifiers when the initial search produces over X amount of results. Example: If someone typed in “Affordable Housing” and got 200+ results, a prompt would appear suggesting additional parameters such as legislation type, date range, etc. to narrow down the search.			Phase 2
1.6	Printed Items			
	NOTE: Examples of printed items can be found in Attachment IX – Report and Output Examples and some on the Board of Supervisors website http://www.sfbos.org			
1.6.1	In addition to on-screen presentation, the system can print in substantially the same format we have today, the reports contained in Attachment X: Legislative Output – Reports & Examples.			Phase 1
1.6.2	The system provides ability to generate ad-hoc reports for printing based on a variety of search criteria.			Phase 2
1.7	Legislative Bodies, Boards Commissions and Task Forces			
1.7.1	This system can support the creation of any number of bodies including: boards; committees; commissions; task forces; special sessions (special meetings combining two bodies or otherwise having a unique set of members), and can differentiate between advisory bodies and policy bodies.			Phase 2
1.7.2	The system can track and retain the date range of the time someone sat on a body or bodies and all the legislative or advisory activity of that member, such as attendance.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.7.3	The system allows for capturing, displaying and printing in reports various descriptive data and metadata as appropriate for each body such as: enabling code or ordinance; authority; rules for appointments; qualifications; number of voting members; number of alternate members; compensation; appointment information; indemnification (applies to chartered commissions); officers; attendance requirements; officers; procedures; purpose; seat qualifications/prerequisites; vacancies; term information (maximum numbers of years a person can serve in a body); whether terms can be waived; term duration; city staff liaison/contact; assigned attorney; maximum allowed consecutive terms; whether the body meets or does not meet; default meeting location; default meeting frequency and location; meeting time; body active from date; body inactive to date; contact information; type of body (board; trust; agency, etc.).			Phase 2
1.7.4	The system supports full appointment tracking across bodies by providing reporting, calendars and alert notifications including expirations tracking over multiple years.			Phase 2
1.7.5	The system can capture various compliances (Annual Reports; Oath; Ethics; Real Property; Form 700 - Statement of Economic Interest disclosures; Financial Disclosures; Employment; Vaccination notes, etc.) and the forms that need to be submitted for each of these for each of the bodies. The system also provides advanced search and reporting features to enable reporting of compliances across Departments, topics, timeframes, charter and code sections.			Phase 2
1.7.6	The system can capture various waivers and votes required for waiving them. (Waivers are: excessive absences, terms, employment, residency, etc. and require votes according to business rules)			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.7.7	The system provides tracking and management of applications to eligible bodies (boards, commissions, etc.) to capture the personal information of applicant to a body.			Phase 2
1.7.8	The system can allow applicants to submit applications through a public-facing, web-based system			Phase 2
1.7.9	The system can present, based on configurable business rules, body-specific verbiage on agendas, minutes and other documents.			Phase 2
1.7.10	The system can produce a report in compliance with California Government Code section 54972: 54972. On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information: (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position. (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.			Phase 2
1.7.11	The system can produce a report similar to the report required by California Government Code section 54972, but showing all active members as well as vacancies on any given date for one or more bodies.			Phase 2
1.7.12	The system can track transmittals to the Board of Supervisors to the Clerk of the Board and other city officials from various bodies.			Phase 2
1.7.13	The system can generate welcome emails to new appointees and staff.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.7.14	The system supports reporting of all vacant positions visible to both to internal City staff and the public via the public web portal. The public web portal includes the ability for the public to: A) Submit applications and supporting documents required to apply to vacancies; B) Subscribe and receive notifications for vacant positions; C) Search and create reports on all vacant positions using multiple selection criteria.			Phase 2
1.7.15	The system supports ability for Departments (including Mayor's Office) to track and report on vacant positions citywide using multiple search criteria.			Phase 2
1.7.16	The system supports ability for Departments (including Mayor's Office) to track and report on all grant funded positions citywide using multiple search criteria and track the transition or deletion of grant funded positions when grants end.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.7.17	The system supports a workflow process that allows Departments to: A) Make and track changes to positions and bylaws; B) Perform auditing and review audit trail on all changes; C) Submit data to the Clerk of the Board for review and approval of vacancy submissions; D) Manage separate vacancy repositories (ex. Clerk of the Board manages Board of Supervisors vacancies; City Administrator's 311 Department manages City-wide repository).			Phase 2
1.7.18	The system supports the ability to track and report on which elected officials (ex. District Supervisors) are providing oversight on specific legislative items.			Phase 2
1.7.19	The system supports the ability to manage the Land Use Appeals process. The system implements a workflow that enables authorized users to: submit Land Use Appeals; receive and review submissions; track certified files and related changes related to each Appeal; move Appeals and related documents to noticing; track overall Appeal status and flow of documents and notify related users throughout the process.			Phase 2
1.7.20	The system supports the ability to store and retrieve different versions of legislation.			Phase 2
1.7.21	The system supports the ability to create public packets that include the agenda and all additional supporting documents to be made available for public download.			Phase 2
1.7.22	The system supports the ability to add an automatically generated table of contents with page numbers to the public packet.			Phase 2
1.7.23	The system supports the ability to route legislative documents to affected parties including but not limited to State Legislative Commission and city departments.			Phase 2
1.7.24	The system provides the ability for the Clerk of BOS to review and manage BOS vacancies and appointments shared with the Mayor's Office.			Phase 2
1.7.25	Ability to upload Mayoral Appointments that are submitted but do not go before the BOS (and therefore will not have a file number), and to run a report of these appointments in conjunction with the report for the appointments that go before the BOS.			Phase 2
1.7.26	Run one report for all appointments and reappointments, nominations and renominations.			Phase 2
1.7.27	Run report for changes in codes for all Boards and Commissions.			Phase 2
1.7.28	Ability to upload outside boards and commissions that the Board members sit on and run a report.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.7.29	The system provides the ability to encrypt confidential documents and confidential memos to ensure higher level of protection of highly sensitive documents.			Phase 2
1.7.30	Encrypt confidential documents			Phase 2
1.8	Audio and Video			
	NOTE: A separate department, San Francisco Government Television (SFGovTV) provides video services for the entire City. The San Francisco Board of Supervisors and committees use their services for video recording, editing, transcoding, and closed- captioning. The expectations below assume an integration with SFGovTV. A standalone video solution is not a requirement of this project.			
1.8.1	The system can associate audio, video, and closed captioning files and links with agendas leveraging the API provided by the SFGovTv standalone solution.			Phase 1
1.8.2	The system can associate audio, video, and closed captioning files and links with minutes leveraging the API provided by the SFGovTv standalone solution.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
1.8.3	The system can associate items in minutes such that the videos broadcasted by SFGovTV (www.sfgovtv.org) will be linked and referenced to that item.			Phase 1
1.8.4	The system can associate items in minutes such that the audio broadcasted by SFGovTV (www.sfgovtv.org) will be linked and referenced to that item.			Phase 1
1.8.5	The system can associate transcript files to minutes.			Phase 1
1.8.6	The system can export files in such a way that other services (SFGovTV who use Granicus) can associate minute items with time markers (indexes). The system also supports: A) Automating indexing based on agenda items (including legislative file/packet); B) Review processes to ensure automated indexes and proper associations are correctly in place; C) Permission that are able to protect confidentiality (no transcript/audio/files shown).			Phase 1
1.8.7	The system allows to store and track audio files submitted by the public and Departments including the ability to attach those audio and related files to agendas and minutes.			Phase 1
1.8.8	The system can accommodate unlimited characters on pasted titles and sub-titles when associating audio, video and related files to agendas and minutes.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
1.9	Submission Interface (Legislative Drafting tool)			
1.9.1	The system can provide a web based interface for submission of legislative items by Departments to the Clerk of the Board.			Phase 2
1.9.2	The system can provide the ability to manage, add, change, delete templates and workflows for various legislative item types. The template should guide the user in authoring legislative items based on specific pre-defined stylesheets (ex font size, spacing, short, long titles standards).			Phase 2
1.9.3	The system can provide the ability to attach notifications to various legislative item types. The system uses this information to pro-actively notify parties that are require to take action on specific legislative items.			Phase 2
1.9.4	The system can provide an ability to create a checklist of necessary attachments by legislative item type. A Board Rule states that the Clerk of the Board must ensure that packets are complete. The system must allow Administrators to override the checklist and to permit substitute attachments. For example, for grant packages, an allocation letter may substitute for an award letter.			Phase 2
1.9.5	The system can record when an item is received and the checklist legislative item is satisfied.			Phase 2
1.9.6	The system can be integrated with e-mail such that a checklist item can be automatically marked as complete based on sender and/or text in a subject line.			Phase 2
1.9.7	The system can show that a checklist item was marked complete by a manual vs. automatic process.			Phase 2
1.9.8	The system allows a user to compare any two versions of the same legislative item, with text of legislation displayed in its entirety.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.9.9	The comparison can show version control of the document on pleading paper with line numbering only that contains line-by-line numbering. The system can differentiate copies of documents from originals of documents. The system also controls access to the originals of documents.			Phase 2
1.9.10	The system interfaces originals of documents only to docu-sign.			Phase 2
1.9.11	Amendments to legislation can note the author of the amendment (a sub-committee, a supervisor, the City Attorney).			Phase 2
1.9.12	During document comparisons, changes can indicate the author and version number where the change was introduced.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.9.13	The system will need to validate legislative item against eligibility before submission is allowed.			Phase 2
1.9.14	The system will allow the Office of the Clerk of the Board to override submitted legislative items.			Phase 2
1.9.15	The system will need to enforce security and visibility permissions at multiple levels (individual, group, Department).			Phase 2
1.9.16	The system will need to be able to route draft legislative item to external members of the public for comment and to allow submission of potential suggested changes. Confidential draft legislative items and confidential changes must be kept confidential.			Phase 2
1.9.17	The system will need to be able to create draft identification for legislative items until the item is validated and approved and by the Office of the Clerk of the Board.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
1.9.18	The system provides the ability to ensure integrity of private and confidential information throughout the workflow (from beginning to end of the process).			Phase 2
1.9.19	The system timestamps submissions and shares confirmation of submission with other parties. The system provides automatic confirmation and notice. The system can be configured to accommodate new procedures for submittal and acceptance.			Phase 2
1.10	System Administration			
1.10.1	The system can accommodate multiple repositories each with its own Department administrators that have the ability to create and manage potentially an unlimited number of bodies, such as boards, committees, commissions, etc. (ex. The Clerk of the Board manages the City's main bodies while Departments manage their own specific separate bodies). The system should be a mature multitenancy solution with Role-based access controls (RBAC).			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
1.10.2	The system allows authorized users to: create bodies; create members; add and remove members from bodies. The system provides the ability to manage privileges (permission and rights) and limit access based on roles.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.3	The system can support multiple configurable calendars (ex. Forward calendar; Election calendar; Project specific calendars; etc.).			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.4	The system is configurable to be able to apply different calendars for each body.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.5	The system can create record of people who sit on boards and committees.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
1.10.6	The system is configurable to count "hold" days on items (e.g. 30-day hold rule). The "hold" period should be configurable to accommodate multiple scenarios and reporting needs.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.7	The system can accommodate multiple repositories where each Department administrator has the ability to manage permissions within the assigned repository. These permissions include the ability to: A) Create and remove users; B) Assign users to groups/user roles; C) Give users according to business rules read only, read-write permissions; D) Assign administrative access at a granular and user interface level for example if a function is available or if a menu item is visible.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.8	An authorized user can create and modify within the assigned repository all report templates, including but not limited to agenda; legislation introduced; draft minutes; final minutes; tails; certified copy; matter summary; master report; pending list.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.9	The system can import code sections from online municipal code software including but not limited to amlegal by properly linking code sections with Section, Section Name and Description and items may be associated with one or more.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
1.10.10	The administrator can maintain a list of subjects and items that may be associated with one or more.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.11	The system allows the System Administrator to easily configure legislative actions. This includes the ability to: A) Configure multiple legislative actions (ex. questions and discussions); B) Add new type of legislation; C) Create custom templates to accommodate multiple legislative scenarios.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.12	The system maintains a data entry log identifying, without limitation: user name, field modified, field contents before entry, field contents after entry, and date and time of entry. The system should support integration of logging capabilities with City's Splunk security solution.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.13	The system can allow the System Administrator to create and modify standard paragraphs for use in agendas, minutes, and other documents. The system also allows to add cover pages and required checklists (ex. Mayor's disability checklist).			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
1.10.14	The system can support complex passwords and Multiple Factor Authentication (MFA) using technology including but not limited to MS Active Directory.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.15	The system implements a workflow that supports a timed automatic push for codification to the Municipal Codes of finally approved legislation. The Board of Supervisors needs to be able to link to final version of the code and potentially edit amendments. The Board of Supervisors also needs to retain flexibility on period to move forward with codification process given potential dependencies outside of its control.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.16	The system provides the ability to control data retention and implements strong data protection technical controls via data encryption to ensure potential personally identifiable information including but not limited to home addresses and contact information is properly secured.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.17	The system provides the ability for the administrator of tenants to manage central parent repository and ensure data integrity (ex. push down images of objects to child objects such as departments).			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
1.10.18	The City retains full ownership of all data entered and stored in the database so the system will provide the capability for the Admin user to export all data and metadata collected.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.19	Perpetual License to use the System			Phase 1
1.10.20	The system is compatible with Docu-Sign and allows for multiple signatures via docu-sign on documents including legislation, contracts, Form 126s.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.21	The system fully integrates an online public portal; a legislative drafting tool; and agenda, meeting, and minutes management; and includes software interfaces between those modules			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
1.10.22	The system automates the legislative process from submission to codification in the Municipal Code but allows for administrator override			Phase 2
1.10.23	The system serves as a records repository for preserving the last century of the City’s legislative history and saving department reports and records associated with each legislation			Phase 3
1.10.24	Open application interface between modules and between the system and other IT systems for full integration of the legislative management system and interfacing of the legislative management system to other IT systems including but not limited to 311 and Ethics Form 126 database.			Phase 2
1.10.25	The system provides ad hoc reporting capabilities with summary reports and drill down capabilities.			Phase 1
1.10.26	The system maintains a user directory indicating all roles including but not limited to legislative liaison.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.27	The system maintains audit checks of changes and deadlines and produces associated audit check reports.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
1.10.28	System must store at least the same data in the same format that is currently stored in the legacy Legistar System			Phase 1

ID	REQUIREMENT	YES	NO	Phase
2.1	General			
2.1.1	Web components of the system are based on proven state-of-the-art technologies, such as HTML5 browser-based, server-side architecture, configurability, and of industry-standard database, operating systems, and programming platforms.			Phase 1
2.1.2	The system has web-enabled components of the application that meet the Rehabilitation Act of 1973 Section 503, World Wide Web Consortium (W3C) and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.			Phase 1
2.1.3	The system can integrate with current and future applications using web services, file import/exports and Application Program Interface's (API) from both the City and external parties including but not limited to CSV (Comma Separated Values), Excel, JSON (JavaScript Object Notation), XML (Extensible Markup Language) and SQL (Structured Query Language).			Phase 1
2.1.4	The system can format email messaging compatible with the City's e-mail systems (Microsoft Outlook/Outlook365/Exchange).			Phase 1
2.1.5	The system includes detailed training and operational guides for both administrators and end users including legislative templates and checklists on legislative policy workflow (this documentation is critical to successful acceptance and adoption of the new solution). The vendor's providing of training sessions and operational and training guides to the Clerk of the Board is on required condition for acceptance of the new legislative management system. Vendor must provide on-site, remote, virtual, hybrid, and train-the-trainer training modes as options.			Phase 1
2.1.6	Seamless hand-off to a next-generation legislative management system and a new contractor when the new legislative management system reaches end of useful life or the contract expires.			Phase 1
2.2	Application Architecture			
2.2.1	The system can provide a Graphical User Interface (GUI) that is intuitive.			Phase 1
2.2.2	The system can provide all screens, reports and transactions through a web browser. Reports include related (html-enabled) links to legislative records in order to facilitate records discovery and navigation.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
2.2.3	Operates properly independent of device e.g. PC, Mac, Android, iPhone, iPad etc. The system displays content and records correctly in both desktop and mobile friendly formats and support at minimum PC, Mac, Android, iPhone, iPad, Windows, and Linux.			Phase 3
2.2.4	Operates properly independent of browser, e.g. Safari, Firefox, and Google Chromium based browsers.			Phase 1
2.2.5	The system supports and translates into multiple languages including Chinese, Spanish, Filipino, and any other language required by the Language Access Ordinance and characters for input and automated translation. The system also supports integration with third party solutions capable of delivering high-quality translated content as needed.			Phase 1
2.2.6	The system supports and translates into characters and multiple languages in addition to the languages that are required by the Language Access Ordinance for input and automated translation. The system also supports integration with third party solutions capable of delivering high-quality translated content as needed.			Phase 1
2.2.7	The system can provide user-defined: fields; business rules and workflows, and drop-down columns. The system can save past user searches.			Phase 2
2.2.8	The system has the cut and paste capability from data fields and screens to other applications and from other applications to data fields and screens in the new legislative management system.			Phase 1
2.2.9	The system provides electronic signature capabilities and functionality from multiple signers.			Phase 1
2.2.10	The system architecture includes the ability to set up separate repositories dedicated to support the legislative needs of individual Legislative Bodies, Boards Commissions and Task Forces.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies
2.2.11	The system architecture supports for both internal and public users the ability to search based on multiple criteria all historical legislative records and documents across Legislative Bodies.			Phase 1
2.3	System Stability and Reliability			
2.3.1	The system can produce predictable and reproducible results.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
2.3.2	The system allows multiple users to use the same items / minutes / agendas, etc. without interfering or changing each other's work			Phase 1
2.3.3	The system prevents deadlock, race conditions, unknown conditions, unknown states, and indeterminate states in all data and items including files (legislative items), minutes, agendas, etc. , through messaging and other industry accepted software techniques.			Phase 1
2.3.4	Saved work can be the same when retrieved as when saved according to business rules.			Phase 1
2.3.5	The system's global reports, including agendas, minutes, etc., can print identically by any user on the system provided no underlying data has changed and user has adequate access rights.			Phase 1
2.3.6	The system can provide error messages in plain English, and informative enough for a user or administrator to understand.			Phase 1
2.3.7	The system provides high levels of reliability with minimum 99.9999% uptime required.			Phase 1
2.3.8	The system can continue to operate without interruptions during scheduled maintenance windows which are limited to weekends and weeknights outside of business hours. Maintenance must occur outside of meeting hours and the schedule for maintenance must accomodate the needs of the Clerk of the Board of Supervisors.			Phase 1
2.4	Database Architecture			
2.4.1	The system can accommodate separate instances of databases for testing, training, and quality assurance.			Phase 1
2.4.2	The system can perform data replication.			Phase 1
2.4.3	The system can encrypt sensitive data using industry standard encryption methods.			Phase 1
2.4.4	The system has the ability to exchange database information using industry accepted standards and formats (e.g. SQL (Structured Query Language), CSV (Comma-Separated Values), XML (Extensible Markup Language), JSON (JavaScript Object Notation).			Phase 1
2.4.5	The system can lock, as necessary, a record when it is being updated by a user so that another user is unable to perform a simultaneous update of that record			Phase 1
2.4.6	Users can place manual locks on records.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
2.4.7	When a user attempts to access a record locked by another user, the system displays a pop-up listing the other user who has locked and already has access to the file.			Phase 1
2.4.8	The system can perform database maintenance, including, but not limited to, daily backup and upgrades without requiring system downtime.			Phase 1
2.5	Data Conversion and Migration			
2.5.1	The system stores and can import all data from the current legislative management system.			Phase 1
2.5.2	Data migration to the new legislative management system maintains easy searchability of files.			Phase 1
2.5.3	Data migration can retain the existing file naming convention.			Phase 1
2.5.4	The system can filter and sort data including but not limited to global data output and seat number for appointments.			Phase 1
2.5.5	The system can retain all history of for all legislative items at the field level and be searchable in the system just as newly created items are searchable.			Phase 1
2.5.6	The system can allow for searching through imported data in the same way it allows searching through new files, including by file number, keyword, short title, long title, body text.			Phase 1
2.5.7	The system can retain all versions of all editions of legislation.			Phase 1
2.5.8	The system can retain all individual files and attachments as separate files.			Phase 1
2.5.9	The system can support current and future storage needs to enable online access to over 100 years of legislative records of over 20 TB including but not limited to the following. (Reference - Note that some historical records in process of being digitized). - Database size - File Attachments - Meetings (Agendas/Minutes) - Archived Digitized Files (digitization in progress - 80% complete) - Historical Videos/Audio (digitization in progress - 50% complete)			Phase 1
2.5.10	The system can OCR & search all digitized historical legislative records and all attachments and images. The system automates OCR and uploading and digitization of records.			Phase 2

ID	REQUIREMENT	YES	NO	Phase
2.6	Security and Authentication			
2.6.1	The system provides access to system functionality through Chromium-based browsers, Firefox, and Safari web browsers. It is critical that the system should support modern browsers over HTTPS/TLS 1.3 security protocols at minimum.			Phase 1
2.6.2	The system complies with all appropriate City mandated security protocols and standards.			Phase 1
2.6.3	The system meets security and protection of data covered by appropriate regulatory or other compliance requirements.			Phase 1
2.6.4	The system provides redundancy and load balancing for firewalls, intrusion prevention, and other critical security elements. The system must be configured to support high availability. The system must also support fast video streaming with high availability. Therefore, there should be redundancy built into the application (i.e. load balanced front and back end servers) and should be configured in an active/active or active/standby configuration.			Phase 3
2.6.5	The system can provide the ability to automatically log users off the system when there has been no activity for a pre-defined period and also release locks belonging to users who timed-out of the system. The system should have configurable session idle time out and release of locks and reauthentication.			Phase 1
2.6.6	The system provides ability to track, audit and report in detail all changes made to legislative records by any user across all Legislative Bodies. Logging should be setup and have the ability to integrate with the City's Splunk security system.			Phase 1 for the Board of Supervisors; Phase 2 for other Departments & Agencies

ID	REQUIREMENT	YES	NO	Phase
2.6.7	The system adheres to industry best standards and is subject to annual audits with audit results documented in an annual System and Organization Controls (SOC) 2 Type II Report. The third-party hosting this application should preferably be SOC2, Type II compliant. This includes both the underlying subservice organization such as AWS, as well as the organization hosting the application as well. If no SOC2, Type II is available, the third-party must pass the City's cyber risk assessment (CRA).			Phase 1
2.7	System Capacity and Performance			
2.7.1	The system can provide the ability to track and log system uptime and transaction response times in order to provide information for SLA monitoring.			Phase 1
2.7.2	Even complex searches should complete in under fifty milliseconds seconds, for example a full text search of the data fields in legislative records including, but not limited to, File ID #, File Name, Title, File Type, Status, Controlling Body, Sponsor, Requester, Effective Date, Agenda Date, Voting Type. The most frequently used search criteria (for example, the top 5) should appear sorted at the top of each data field with remaining criteria remaining underneath in alphabetical order with the configurability of sorting the most frequently used search criteria globally for all users and also by individual user for each data field.			Phase 1
2.8	Business Continuity and Disaster Recovery			
2.8.1	The system can provide full recovery and several intraday system backup capabilities for all transactions according to pre- defined timeframes on the vendor's cloud and on any on-premises and cloud back-up sites of the Clerk of the Board. The timing and frequency of intraday system backups must be configurable.			Phase 1
2.8.2	The system can provide the ability to restore transactions and data.			Phase 1
2.8.3	The system supports the flexibility of quick and immediate recovery onsite in response to errors and data corruption.			Phase 1

ID	REQUIREMENT	YES	NO	Phase
2.8.4	The application and data will be designed to be able to be tested and be compliant with the Committee on Information Technology (COIT) IT Focused CCSF Disaster Preparedness, Response, Recovery and Resiliency Policy (DPR3) and Technology DR Standard (reference - https://sf.gov/sites/default/files/2021-05/Disaster%20Preparedness%20Response%20Recovery%20and%20Resiliency%20Policy_Aproved%20FINAL%20Version.pdf), when appropriate.			Phase 1
2.8.5	Capability to replicate the database in near real-time and make the backup the primary, according to configurable business rules e.g. upon a command, automatically.			Phase 1
2.8.6	The system can be designed so that data is not lost in the event of any system failure or system component failure regardless of the cause of failure.			Phase 1
2.8.7	The system supports working offline with all functionality needed to make agendas, run meetings and make minutes and all other reporting can be done even if there is an extended internet connection failure. Data stored offline is then synchronized upon recovery of connectivity.			Phase 1
2.8.8	The system can be reconfigured quickly to accommodate any and all procedural changes to Board Rules.			Phase 1
2.8.9	The system must support both on-premises and cloud-based server and storage solutions.			Phase 1