

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Police Department	DATE: 3/17/2014
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SUBJECT: Enforcement Support Service (ESS) Contract for the Police Department

PRIMARY CONTACT (NAME, PHONE): Brendan Daly, 619-525-8477 MS 704A	SECONDARY CONTACT (NAME, PHONE): Chris Haley, 619-631-2401 MS 704A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
FUNCTIONAL AREA					
COST CENTER	1914151212				
GENERAL LEDGER ACCT	513002				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): This is a request to approve the contract with Enforcement Support Service (ESS) to provide critical maintenance and support to the Police Department's CAD message switching environment. The cost of the contract is estimated to be \$327,352 annually for the time spanning July 1, 2014 through June 30, 2016 with an option to extend the agreement for one additional year under the same terms. The FY2015 Police Department operating budget includes \$327,352 for ESS to provide these services.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management	ORIG DEPT.	Ramirez, David	04/15/2014
Equal Opportunity Contracting	CFO		
Environmental Analysis	DEPUTY CHIEF		
Liaison Office	COO		
Comptroller	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor or Designee to award and execute, for and on behalf of the City, a contract with Enforcement Support Service for message switching technology support and maintenance for the Police

Department.	
2. Authorizing the Chief Financial Officer to expend, subject to the Comptroller certifying funds are available and contingent upon adoption of Fiscal Years 2015-2017 budgets and annual AO for the respective fiscal years, an amount not to exceed \$1,000,000 over three years from fund 100000 for the purpose of funding the above contract.	
STAFF RECOMMENDATIONS: Approve the requested actions.	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	
COMMUNITY AREA(S):	
ENVIRONMENTAL IMPACT:	This activity is not a project as defined by CEQA Guidelines Section 15378; in accordance with Section 15378 (b)(2) and (b)(5), this activity is not subject to CEQA
CITY CLERK INSTRUCTIONS:	

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 3/17/2014

ORIGINATING DEPARTMENT: Police Department

SUBJECT: Enforcement Support Service (ESS) Contract for the Police Department

COUNCIL DISTRICT(S):

CONTACT/PHONE NUMBER: Brendan Daly/619-525-8477 MS 704A

DESCRIPTIVE SUMMARY OF ITEM:

This item requests Council approval of the contract with Enforcement Support Service (ESS) to provide critical Computer Aided Dispatch (CAD) message switching support and maintenance for the period spanning July 1, 2014 through June 30, 2016, with an option to extend the contract for (1) one additional year under the same terms. The City anticipates replacing the ESS system within the next three years as part of the Enterprise CAD replacement project. It is critical to continue receiving message switch support and maintenance from ESS for the Police Department's ongoing operations until the replacement enterprise CAD system contract is awarded and implemented.

STAFF RECOMMENDATION:

Approve the requested actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Police Department utilizes a complex electronic Computer Aided Dispatch (CAD) system through which police dispatchers and field officers share vital communications regarding incident dispatch, calls for service, location awareness, and critical operational information. Enforcement Support Service (ESS) currently maintains a proprietary message switching system within this CAD environment that provides officers with computerized access to other essential information relayed through the CAD environment. The essential services provided by the ESS message switch include the ability for officers to electronically access Department of Motor Vehicle (DMV) records, criminal history information, Area Regional Justice Information System (ARJIS) information, vehicle tow records, CAD incident history, and the ability to submit crime reports to the Department's Criminal Records Management System (CRMS). Additional services provided through ESS message switch also include Geographical Positioning System (GPS) location of vehicles and an electronic messaging system for officer communications.

The Police Department is requesting that a new agreement be approved to allow Enforcement Support Service to continue to provide message switch system support and maintenance for the period spanning July 1, 2014 through June 30, 2016, with an option to extend the contract for one additional year under the same terms. This new agreement also includes updated language clarifying the service to be provided and definitions for in and out of scope work.

A Sole Source Case has been opened and approved by Purchasing and Contracting for these services. Additionally, Labor Relations approval has been received for this agreement.

FISCAL CONSIDERATIONS:

The FY2015 Police Department Operating Budget includes \$327,000 for the support and maintenance of the CAD message switching environment by ESS. This will permit ESS to provide support its proprietary system currently in place at the Department.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The Police Department is the key stakeholder. The impact of this action is critical in permitting the ongoing maintenance and support to a vital component of police operations.

Ramirez, David

Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: April 25, 2014
SUBJECT: Enforcement Support Service (ESS) Contract for the Police Department	

GENERAL CONTRACT INFORMATION

Recommended Consultant: Enforcement Support Agency, Inc. (Not Certified)

Amount of this Action: \$ 327,352.00

Funding Source: City of San Diego

Goal: N/A

SUBCONSULTANT PARTICIPATION

There is no subconsultant activity associated with this action. Future actions associated to this agreement shall be subject to Agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Enforcement Support Agency, Inc. submitted a Work Force Report for their San Diego County employees dated April 10, 2014, indicating 7 employees. The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

Sole Source Case No. 3164

EL



WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Enforcement Support Agency

ADA/DBA: Enforcement Support Service

Address (Corporate Headquarters, where applicable): 10120 Pacific Hgts Blvd, Suite 150

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: (858) 450 9991 Fax Number: (858) 450 9992

Name of Company CEO: Dale Fortney

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

Address: _____

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

Telephone Number: () _____ Fax Number: () _____

Type of Business: Consulting & Services Type of License: _____

The Company has appointed: Vanita Lerna

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 10120 Pacific Hgts Blvd, Suite 150, San Diego CA 92121

Telephone Number: (858) 450 9991 Fax Number: (858) 450 9992

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Enforcement Support Agency
(Firm Name)

San Diego, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 10 day of April, 2014

[Signature]
(Authorized Signature)

Dale Fortney
(Print Authorized Signature Name)

OFFICE(S) or BRANCH(ES): 10170 Pacific Heights, Suite 150 COUNTY: San Diego

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial		1										1	1
Professional														
A&E, Science, Computer												1		
Technical			2									1		
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	2									3	1	
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Grand Total All Employees 7

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition

MAR 20 2014

Requesting Department: Police Department
Vendor Name: Enforcement Support Service, Inc
Purchase Requisition #: 10045535
Department Contact: Brendan Daly
Date of Request: 3/6/2014
Contract Amount: \$327,352

Please submit request to HumanResources@san Diego.gov or MS 56L

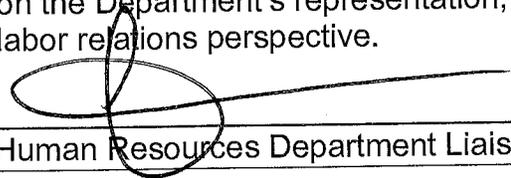
<u>Question</u>	<u>Department Response</u>
What is the contract for?	To provide technical support and maintenance services for the proprietary Enforcement Support Service (ESS) message switch system used by the Police Department. This system is a critical component of the PD 911, Communications, and officer field reporting environment.
Are City employees currently performing any of the work?	No
Will any City employees be displaced as a result of this bid?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	3 years
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement?	No
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is from a labor relations perspective.

Approved
3/20/14
Date



Human Resources Department Liaison



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: February 27, 2014

TO: David Ramirez, Executive Assistant Chief

FROM: Dennis Gakunga, Director, Purchasing & Contracting Department

SUBJECT: Sole Source Request for Message Switch and Support – Enforcement Support Service

Your Sole Source Request for the above subject with Enforcement Support Service (ESS) was approved and is valid through 6/30/2017. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 3164. For questions, please contact Darlene Montijo at x66248.

A handwritten signature in black ink, appearing to read "Dennis Gakunga", written over a horizontal line.

Dennis Gakunga,
Director, Purchasing & Contracting Department

DG/pd

cc: Shelley Zimmerman, Assistant Chief of Neighborhood Policing
Chris Haley, Acting Information Services Program Manager
Marta Sullivan, Administrative Services Program Manager
Brendan Daly, Information Systems Administrator
Karly Martin, Associate Management Analyst

CITY OF SAN DIEGO
M E M O R A N D U M

DATE: 2/25/2014
TO: Dennis Gakunga
FROM: Darlene Montijo
SUBJECT: Sole Source Request — Enforcement Support Service (ESS) for Message Switch and Support

Negotiated Total: \$327,352.00
Dept. Est. Total: \$327,352.00
Vendor: Enforcement Support Service (ESS)
Expiration Date: 6/30/2017
Recommendation: **Approved**

Determination:

In accordance with SDMC §22.3016, this is to certify that a sole source award of this ESS Service is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

1. Requested from San Diego Police Department Date Received: 02/12/2014
2. Requesters name: David Ramirez, Executive Assistant Chief, Police Department
Phone: 619-531-2777 Memo Dated: 02/11/2014
3. Requested Supplier/Vendor: Enforcement Support Service (ESS)
4. Describe or attach the supporting documentation submitted by the department:

See attached memorandum submitted by the department.

5. Cost Estimate: \$327,352/Annually for ESS Message Switch and Support for three (3) years.
 - Based on the annual estimated cost of \$327,352/Yr for ongoing ESS Message Switch and Support the following is required: 1) an approved 1472 2) a contract amendment to extend the current agreement through 06/30/2017
 - No Purchase Order(s) will be issued until the 1472 is fully approved
 - The Department of IT has reviewed and supports this sole source request with the following condition: the sole source should only be renewed for one (1) year at a time

CITY OF SAN DIEGO
M E M O R A N D U M

6. Explain why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would be undesirable, impractical or impossible:

This service is the only one with the necessary quality, merit or functionality required by the City for on-going services with an established vendor, agreement in place. It was assigned from San Diego Data Processing Corporation (SDDPC) to the City of San Diego.

Per Department Memorandum: ESS provides highly customized support to its proprietary CAD messaging switching systems. This message switching system is an essential component of the Police Departments MCT, field reporting and dispatch operations. There is no other vendor that can provide support to this proprietary system.

See attached memorandum submitted by the department.

7. Describe the number of future purchases contemplated:

The Police Department has requested a term from July 1, 2014 through June 30, 2016 with an option to extend the agreement under the same terms for one (1) additional year through June 30, 2017.

- The Department of IT has reviewed and supports this sole source request with the following condition: the sole source should only be renewed for one (1) year at a time.

8. The reason the Department is using a sole source purchasing method is because:

This service is the only one with the necessary quality, merit, or functionality required by the City.

The ESS agreement was assigned from SDDPC to the City, as part of the transition of IT procurement activity from SDDPC to City Purchasing and Contracting.

See attached memorandum submitted by the department.

9. What necessary feature(s) does this item/vendor provide that are not available from any other source:

Per Department Memorandum: It is critical to continue receiving message switch maintenance service from ESS for the Police Department's ongoing operations until the replacement CAD system contract is awarded and the new system is implemented. The current contract between the City and ESS to furnish these services for the Police Department will expire June 30, 2014. The Police Department requests a Sole Source for ESS maintenance services for the period of

CITY OF SAN DIEGO
MEMORANDUM

July 1, 2014 through June 30, 2016 with an option to extend the agreement under the same terms for one (1) additional year through June 30, 2017.

Note: The Department of IT has reviewed and supports this sole source request with the following condition: the sole source should only be renewed for one (1) year at a time.

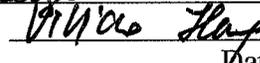
See attached memorandum submitted by the department.

10. What steps were taken to verify that these features are not available elsewhere?

Per Department Memorandum: This is a proprietary system with no other vendors capable of providing support in the current environment.

See attached memorandum submitted by the department.

The Department of IT has reviewed and approved this sole source request as follows: The Department of IT has reviewed and supports this sole source request with the following condition: the sole source should only be renewed for one (1) year at a time.

Procurement Specialist:  Date: 02/25/14
Principal Procurement Specialist:  Date: 02/20/14
Deputy Director:  Date: 02/25/14
Purchasing Agent:  Date: 02/25/14

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

ENFORCEMENT SUPPORT SERVICE, INC.

**TO FURNISH ESS MESSAGE SWITCH OPERATION AND
MAINTENANCE SUPPORT**

AGREEMENT

This Agreement (hereinafter referred to as “Agreement”) is entered into by the City of San Diego, a municipal corporation (hereinafter referred to as the “City”), and Enforcement Support Service, Inc. (hereinafter referred to as “Contractor” or “ESS”).

RECITALS

City wants to retain the services of Contractor to provide Enforcement Support Service (ESS) Message Switch Operation and Maintenance Support described in the Scope of Services as described in Exhibit A (hereinafter, the “Services”).

Contractor has the expertise, experience and personnel necessary to provide the Services.

City and Contractor (collectively, the “Parties”) want to enter into an Agreement whereby City will retain Contractor to provide, and Contractor shall provide, the Services.

This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(e) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

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

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the services to the San Diego Police Department (SDPD) as described in Exhibit A, Scope of Services.

1.2 Contract Administrator. The SDPD is the contract administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the SDPD as follows:

BRENDAN DALY, INFORMATION SYSTEMS ADMINISTRATOR
1401 BROADWAY
MS 704A
619-525-8477
BDALY@PD.SANDIEGO.GOV

1.3 Submittals Required with the Agreement. Contractor is required to submit the following documentation in accordance with this Agreement. Contractor’s failure to provide City with the required submittals listed below together with the executed Agreement shall delay City’s execution of the Agreement and the commencement of work and payments to Contractor.

- Insurance Certificates with all endorsements
- Drug Free Workplace Form (use form in forms section)
- EBO Certification (use form in forms section)
- Vendor Registration (use form in forms section)

- Contractor Standard Pledge of Compliance; if applicable (use form in forms section)
- Taxpayer Identification Form W-9, if not currently on file (<http://www.irs.gov/formspubs/lists>)

1.4 Maintenance of Records. Contractor shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering the Services under this Agreement throughout the performance of the Services and for five (5) years following completion of the Services under this Agreement. Contractor further agrees to allow the City to inspect, copy and audit such books, records, documents, logs, and other evidence at all reasonable times. Contractor shall be bound by and shall perform in strict conformity with the terms and conditions of this Agreement.

ARTICLE II DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a period of two (2) years beginning July 1, 2014 through June 30, 2016. The City may, in its sole discretion, extend this Agreement for one (1) additional one (1) year period under the terms and conditions set forth in section 2.6, below. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or June 30, 2017, whichever is the earliest but shall not exceed five years unless approved by the City Council by ordinance.

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

2.3 City's Right to Suspend for Convenience. City may, at its sole option and for its convenience, suspend all or any portion of Contractor's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, City shall pay to Contractor a sum equivalent to the reasonable value of the Services Contractor has satisfactorily performed up to the date of suspension. Thereafter, City may rescind such suspension by giving written notice of rescission to Contractor. City may then require Contractor to resume performance of the Services in compliance with the terms and conditions of this Agreement provided, however, that Contractor shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.4 City's Right to Terminate for Convenience. The Purchasing Agent, by written thirty (30) day notice, may terminate this Agreement, in whole or in part, when it is in City's best interests. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

The Purchasing Agent may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time as stated above. Upon receipt of such notice, Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or developed by Contractor in performing this Agreement, whether completed or in process.

a. If the termination is for City's convenience and if this is a fixed price Agreement, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

b. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in paragraph (a) of this clause.

The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Time is of the essence for all delivery, performance, submittal, and completion dates in this Agreement.

2.5 City's Right to Terminate for Default. City may, by written notice of default to Contractor, terminate the whole, or any part of, this Agreement, provided that Contractor fails to cure such default within ten (10) days after receipt of such notice and assuming such default is capable of being cured. The following are considered defaults:

a. Failure to make delivery of the goods or to perform the services of the required quality or within the time specified; or

b. Failure to perform any of the obligations of this Agreement, or to make sufficient progress in performance which may jeopardize full performance.

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

2.6 Option to Extend Services/Term. City may require continued performance of any Services within the limits and at the rates specified in the Agreement. These rates may be adjusted as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates).

These rates may also be adjusted pursuant to Contractor's request for an increase. If a price increase is requested, Contractor must provide detailed supporting documentation to justify the requested increase. City will evaluate the requested increase, and reserves the right to accept or reject such request. City will not grant an option, if Contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing. The option provision may be exercised more than once.

The Purchasing Agent may exercise the option by written notice to Contractor sent prior to thirty (30) days before the expiration of the current term. The option to renew may not be declined by Contractor.

If the City exercises this option, the extended Agreement shall be considered to include this option clause.

ARTICLE III COMPENSATION

3.1 AMOUNT OF COMPENSATION. CITY SHALL PAY CONTRACTOR FOR PERFORMANCE OF ALL SERVICES RENDERED IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING REASONABLY RELATED EXPENSES, IN AN AMOUNT NOT TO EXCEED \$270,183. ESS will provide in advance a quote for any work item requested and bill against the Agreement under this section or procured under separate contract at the guaranteed rate herein. ESS assumes the SDPD will provide all necessary internal advance notices to interested parties of such work items at the time SDPD approves same.

- Annual cost for Message Switch operation and maintenance support; Current and Legacy CAD and Mobile Data Technologies system services \$270,183
- Labor Rate per hour for New CAD and Mobile Data Technologies system services \$85.00
- Labor Rate per hour for out of scope work \$105.00

Any items or software enhancements that fall outside the scope of this Agreement will be billed as specified by the SDPD in writing or by email authorization on a time and materials basis.

3.2 Manner of Payment. Contractor will bill all fees incurred in accordance with this Agreement directly to City. Contractor will submit invoices to City, together with supporting documentation as requested by City, by the 10th day of each month for Services performed during the previous month. Undisputed amounts in the invoices will be payable within thirty (30) calendar days of receipt. Contractor shall submit invoices to the following address:

San Diego Police Department Fiscal Management
MS 715
1401 Broadway
San Diego, CA 92101

ARTICLE IV LABOR PROVISIONS.

4.1 Department Supervision. Department shall be responsible for coordinating the performance of Services under this Agreement and will provide overall supervision of the progress and performance of this Agreement for City.

4.2. On-site Orientation. City will provide on-site instruction and orientation to Contractor's staff prior to commencement of Services, to explain the Scope of the Services, proper use of tools, technical aspects, safety considerations, and other information necessary for the successful execution of the proposed Services.

4.3 Right to Enter and Inspect. City and its agents and employees shall at all times have the right of entry and free access to the project sites and right to inspect all work done, labor performed, and materials furnished in and about the project.

4.4 Living Wage Ordinance. This Agreement is subject to the City of San Diego Living Wage Ordinance [LWO] codified at San Diego Municipal Code Section 22.4201 et seq. Contractor agrees to comply with the LWO and all regulations and rules promulgated under the LWO. In addition, Contractor agrees to require that all applicable subcontractors, subleasees, and concessionaires comply with the LWO and all regulations and rules promulgated under the LWO.

4.5 Equal Benefits Ordinance. This Agreement is subject to the City of San Diego's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the SDMC. In accordance with the EBO, Contractor must certify it will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Agreement. Failure to maintain equal benefits is a material breach of the Agreement. Contractor must notify employees of Contractor's equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of this Agreement, Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractor also shall give City access to documents and records sufficient for City to verify Contractor is providing equal benefits and otherwise complying with EBO requirements.

The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 Indemnification. Contractor agrees to defend, indemnify, protect, and hold harmless City, its elected officials, officers, employees, and agents, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's officers, employees, volunteers, or agents, which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of City, its agents, officers, or employees.

5.2 Insurance. Contractor shall not begin any work under this Agreement until it has: (a) obtained, and provided to City, insurance certificates reflecting evidence of all insurance required below; however, City reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by City; (b) obtained City approval of each insurance company or companies; and (b) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by

City. Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Agreement.

Types of Insurance. At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents and representatives.

2. Deductibles. All deductibles on any policy shall be the responsibility of Contractor and shall be disclosed to City at the time the evidence of insurance is provided.

3. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by City.

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

4. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include

as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for City.

5. Reservation of Rights. City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to City. City will reimburse Contractor for the cost of the additional premium for any coverage requested by City in excess of that required by this Agreement without overhead, profit, or any other markup.

6. Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

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

**ARTICLE VI
CITY MANDATED CLAUSE**

6.1 Drug-Free Workplace. Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Agreement by this reference.

6.2 ADA Certification. Contractor hereby certifies that it agrees to comply with City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by this reference.

6.3 Non-Discrimination Requirements.

6.3.1 Compliance with the City's Equal Opportunity Contracting Program. Contractor shall comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold Contractor liable for any discriminatory practice of its Subcontractors.

6.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between Contractor and any Subcontractors, vendors and suppliers.

6.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to the City's Nondiscrimination in Contracting Ordinance [SDMC sections 22.3501-22.3517]. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

6.4 Contractor Standards. This Agreement is subject to the Contractor Standards clause of SDMC Chapter 2, Article 2, Division 30. All contractors are required to complete the Contractor

Standards Pledge of Compliance included herein as **Exhibit H**. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing and Contracting Department by calling (619) 236-6000.

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

6.6 Noise Abatement. Devices and activities which will be operated, conducted, or constructed pursuant to this Contract shall be operated, conducted, or constructed without causing a violation Chapter 5, Article 9.5 of the SDMC.

6.7 Storm Water Pollution Prevention Program. Contractor shall comply with Chapter 4, Article 3, Division 3 of the SDMC, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location.

ARTICLE VII CONFLICT OF INTEREST

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

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

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

7.4 Violations of Conflict of Interest Laws. If Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

**ARTICLE VIII
MANDATORY ASSISTANCE**

8.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

8.3 Attorney Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 8.2 are not reimbursable.

**ARTICLE IX
MISCELLANEOUS**

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Brendan Daly 1401 Broadway MS 704A San Diego, CA 92101 and notice to the Contractor shall be addressed to: Dale Fortney 10120 Pacific Heights Blvd. Suite 150 San Diego, CA 92121

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

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

9.4 Independent Contractors. Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct Contractor concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Contractor shall follow City's direction concerning the end results of the performance.

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

9.6 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

9.7 Controlling Law/Venue. The Agreement and all related documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

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

9.9 Integration and Amendments. This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in a writing signed by both parties.

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

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

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

9.13 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.14 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Contract and the exhibits or attachments, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule,

regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits or attachments, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.15 Exhibits and Attachments Incorporated. All exhibits and attachments referenced in this Agreement are incorporated into the Agreement by this reference.

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

9.17 Business Tax Certificate. Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate. Please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500 for more information. Contractor must provide a copy of its Business Tax Certificate, or a copy of its application receipt, with the Agreement.

9.17 Product Endorsement. Contractor shall comply with City's Administrative Regulation 95.65 concerning product endorsement which requires that any advertisement referring to the City as a user of a product or service will require the prior written approval of the Mayor.

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

Enforcement Support Service, Inc.

CITY OF SAN DIEGO
A Municipal Corporation

BY: _____

BY: _____

Print Name: _____
Director
Purchasing & Contracting Department

DATE SIGNED

DATE SIGNED

Approved as to form and legality this ___ day
of _____, 20__.

JAN I. GOLDSMITH, City Attorney

BY: _____
Paige E. Folkman

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

The City's Police Department (the "Police Department") has a comprehensive IT infrastructure that includes new and older systems and technologies. The Police Department requires a full range of IT services in order to maintain older technology and develop and deploy new technology while at the same time making certain that all IT systems and communications are operating properly. The primary goal of the IT services is to significantly improve the Police Department's IT systems and the manner in which such systems are operated, supported, and maintained.

The Police Department therefore desires to engage the Contractor to provide a broad range of IT services related to the ongoing operation, support, and maintenance of the Police Department's IT systems and infrastructure, as well provide services for certain transitional and new systems and technologies.

A significant part of the scope of work will be to support and develop the following:

1. The ESS Message Switch System (MSS) technology;
2. The Northrop Grumman Computer Aided Dispatch (CAD) system—an older system that will be phased out (the "legacy CAD system") and a new CAD system (to be developed); and
3. The Mobile Data Terminal (MDT) system.

It is expected that the Contractor will work in conjunction with the City's selected CAD integrator(s) and other City IT service providers to develop and deploy a new CAD system, to be completed by July 1, 2017.

B. REQUIREMENTS AND TASKS

The Contractor shall provide operational and maintenance support for the MSS technology, the legacy CAD system, the new CAD system, and the MDT system technologies utilized by the Police Department.

Additionally, the Contractor will provide documentation and project support for the integration of new CAD and MDT system technologies.

1. Overview of Tasks, Supported Systems and Technologies

- a. Network administration of the MobileNet MSS network components
- b. Hardware administration of MSS and sub-system hosts
- c. MSS and component client systems administration
 - (1) Remote monitoring
 - (2) Administration (adding new interfaces, devices and clients, California Law Enforcement Telecommunications System (CLETS) administration, database administration, operating system administration, etc.)

- (3) Software revision and upgrade management
- (4) Troubleshooting and problem resolution
- d. Onsite support for:
 - (1) Wireless operations support
 - (2) CLETS and CLETS network technical support
 - (3) Inter-Agency communications support
 - (4) Change management
 - (5) Problem solving
 - (6) Management representation
 - (7) Enhancement/change design consulting
 - (8) EDGE, EVDO and NextGen technical support and device programming
 - (9) Wireless network monitoring
 - (10) Maintenance tasks and repairs
 - (11) Hardware preventive maintenance
 - (12) Software product maintenance and updates
 - (13) Operating systems upgrades
- e. Unlimited crisis intervention
 - (1) 24/7 with a four hour response time
 - (2) Off hour, periodic MSS and core network monitoring for CLETS
 - (3) Off hour troubleshooting and escalation with Department of Justice (DOJ) systems
- f. Unlimited wireless network support
 - (1) 24/7 with a four hour response time
 - (2) Off hour, periodic wireless network monitoring
 - (3) Off hour wireless troubleshooting and escalation
- g. Full turn-key support for MSS Server systems, designated network components and legacy ESS software:
 - (1) Hardware maintenance control point
 - (2) Warranty repairs of server platforms
 - (3) Warranty repair/replacement of Cisco 7206 VXR platforms and interfaces
- h. Operating system and layered products support
 - (1) Windows Server migration, update and support
 - (2) SQL 2003 installation, update and support
 - (3) IBM MQSeries 7.1 or later, installation, update and support

i. Operating system, layered products and third party software version control

Where technically feasible versions of third party software as specified will be kept in up to date with Departmental version levels. The Police Department will be responsible for the purchase of the software and licenses, the Contractor will be responsible for its timely installation and integration.

j. ESS software post purchase support, management and update service

- (1) Legacy ESS MSS installation, update and support
- (2) Database Service Engines installation, update and support
- (3) Inter-System Interface software installation, update and support
- (4) Client management system software installation, update and support
- (5) Software maintenance of all legacy ESS deployed sub-systems.

k. Hardware ready stores (additional items as deemed necessary by the Contractor)

- (1) Server stores
 - (a) 2 HP SCSI Ultra III or SAS HDD for hot swap replacement
 - (b) 1 dual port 10/100 PCI network interface card
- (2) Network Stores
 - 2 Cisco 24 port, 10/100mb, 2950 managed switches for hot swap

2. Message Switch System (MSS) Technology

a. Onsite Support

The Contractor will provide the Police Department with support and onsite coverage for the wireless services, message switching, interfaces, sub-systems and daily operations for critical applications. The Contractor shall provide non-intrusive monitoring, as needed, 24/7 emergency response service and onsite support. Emergency response service includes a 24-hour-a-day, 7-day-a-week, one hour response time to either automated alarms or crisis notifications, and support calls made to our 24-hour service number.

b. Communication Agent

The Contractor will provide an onsite Communication Agent during the Police Department's standard business hours, Monday through Friday 7:00am to 5:00 pm, providing direct support of departmental operations. The Communication Agent's primary duties include, but are not limited to: wireless support, wireless troubleshooting, change management, attendance at operational meetings, problem solving, system checks, and standard preventive maintenance. All normal operations tasks, software updates, management representation, and enhancement/change design consulting will also be provided by the Communication Agent.

c. Maintenance and Warranty Service

The Contractor will act as the clearinghouse and coordination point for hardware maintenance and warranty service. Specified hardware items, either post-warranty expiration or non-warranty, can optionally be provided and procured by the Contractor. The Contractor shall provide warranty support and coordination of wireless modem maintenance as requested by the Police Department. Additionally, the Contractor will provide warranty

support and coordination and act as a single source for all application and point of presence carrier lines (T1s, DS3s, etc.), regardless of carrier.

d. MSS Network and Host Service

The Contractor will provide network and host service for the MSS hosts and core network components.

The Contractor can provide an upgrade to warranty services that do not meet the standard of 24-hour, 365 days per year support as an optional cost item. This service would include the Contractor maintaining ready reserves of applicable hardware, as deemed necessary to maintain adequate service up-time. Any such upgrade to warranty services will be presented to the Police Department, along with estimated costs, prior to its implementation.

e. Modem and Cellular Router Support

Modem and cellular router support will be provided by the Contractor in conjunction with the City's IT service providers to test new models and develop appropriate configurations for both private intranet and internet common carrier provisioned mobile data devices.

f. Private Network Security

The Contractor, in conjunction with the City's IT service providers, will provide for the development and testing of Virtual Private Network (VPN) configurations, establishing a security doctrine and implementing policy driven private network security.

g. Support and Maintain Network in Compliance with Federal Information Processing Standards (FIPS)

The Police Department's network is compliant with Federal Bureau of Investigations (FBI) and California Department of Justice (DOJ) Federal Information Processing Standards (FIPS) 140-2. The Contractor originally engineered and deployed the FIPS compliance network components for the Police Department. The Contractor will maintain this sub-system in conjunction with the City's IT service providers.

h. Computer Aided Dispatch (CAD) and Mobile Switch System (MSS) Interface

There are several interfaces between the MSS system and the Police Department's CAD system. The Contractor will provide operational support and maintenance for these interfaces. These interfaces include a P25 radio interface which provides the CAD system with Push To Talk (PTT) information from field officers, a tow system which provides fully integrated services between the field, CAD and the AutoReturn Tow Management system, and interfaces which support information flow to the Early Identification and Intervention System (EIIS), Internal Affairs, Area Regional Justice Information System (ARIS), the Omega Dashboard Applications, and the Criminal Records Management System (CRMS).

i. **Other Public Safety Systems**

The Contractor has performed integration and/or consulting during the development and implementation of numerous public safety specific systems in use by the Police Department. These systems include: Automated Field Reporting (AFR), radio systems, Wide Area Networks (WANs), database systems such as CRMS, Vehicle Stop, Officer Daily Journal (ODJ), and Automated Vehicle Location (AVL), etc. The Contractor will, at the direction of the Police Department, provide support for any of these systems as directed. This includes taking a lead role in the retirement of systems and operational maintenance until retired.

3. Legacy Computer Aided Dispatch (CAD) System

The Contractor will provide indirect support for the ongoing operation of the legacy CAD system currently in use by the Police Department. The Contractor will provide expertise in the troubleshooting of CAD application problems, the identification of issues and recommendations to resolve them.

In the event of a Priority 1 System Failure, or other like major system outages or failures, the Contractor will provide Common Business-Oriented Language (COBOL) programming support and implementation of such emergency patches. All recommendations or resolution will be forwarded to the Police Department for ultimate trouble ticket initiation with the CAD vendor, Northrop Grumman.

4. New Computer Aided Dispatch (CAD) System

In support of the new CAD system integration project, the Contractor will provide services to aid in the formulation of specifications, processes and technology research. The Contractor will provide specifications of interfaces, development of as-built documentation in the furtherance of the new CAD project. In addition, the Contractor will provide insight and technical expertise in the numerous legacy interfaces and newly developing standards for integration with existing departmental and regional systems. The Contractor will aid in the development of an overall integration strategy and documentation of an integration plan.

5. New Mobile Data Terminal (MDT) System

The Contractor will provide services to the Police Department in the area of new mobile data technologies including wireless network expansion, carrier migrations and the use of cloud computing technologies. Within scope of this agreement, ESS will provide the general consulting necessary for the research and development of new wireless technologies as they become available, testing, proto-type development, system deployment of pilot technologies, and the development of new configurations for integration changes to legacy systems.

C. ROLES AND RESPONSIBILITIES

1. The Contractor's General Roles and Responsibilities

With respect to all services provided to the Department, the Contractor will fulfill the following operational roles and responsibilities:

- a. The Contractor will perform all back-up operations for its supported systems
- b. The Contractor will perform all restore operations from back-up for its supported systems
- c. The Contractor will perform all interface, device, message switch, and client administration including:

- (1) Adding, enabling, disabling, deleting clients
 - (2) CLETS administration on all clients and interfaces
 - (3) CLETS audit log administration, audit inquiry/log reports at request of the Department
 - (4) Adding, enabling, disabling, deleting, and updating all interfaces
 - (5) Legacy ESS client software updates and download maintenance
 - (6) Database administration for back-ups, space recovery, fragmentation, and recovery
 - (7) Database administration for table maintenance, rights and access administration.
- d. In conjunction with the City's IT service providers, the Contractor will perform all network, infrastructure and technical support for mobile data operations. Support for a multi-carrier, multi-drop network system will be included for wireless provisioning of 2G, 3G and 4G carrier offerings, as necessary.
 - e. Unless requested by the Department, the Contractor will relinquish all client software distribution, updating, and patching responsibilities to the City's IT service providers. This will require the Contractor to provide the City's IT service providers with software installation sets in a timely manner so that distribution packages may be created and deployed.

2. The Police Department's General Roles and Responsibilities

- a. The City and its IT service providers will share first line user support duties during normal business hours. The City's Help Desk personnel will be expected to log a trouble ticket, provide basic help (such as password re-sets) and report problems to the Contractor's agent. If the reported issue presents a problem to ongoing operations or impacts wireless coverage, an immediate call will be placed to the Contractor's onsite Communications Agent at the Police Department. In accordance with City and Police Department incident escalation procedures, issues impacting ongoing operations or wireless coverage outside of business hours will be reported by the Help Desk or the any of the City's IT service providers to the Contractor's on-call phone number.
- b. The City and its IT service providers will share first line administrative duties for client maintenance. Designated Police Department and IT service personnel will be provided an administrative client software package and training in its use to add, enable and disable clients.
- c. The City and its IT service providers will be responsible for all hardware relating to desktop and laptop computers, all operating systems, third party layered products and/or commercial software. Administration of these same desktop and laptop computers are also the sole responsibility of the City under this Agreement.
- d. The Police Department will provide licenses for all operating systems and third party software products that are utilized within physical confines and control of the Department. All production and test systems located at City facilities will be licensed by the Police Department and/or the City of San Diego.

D. PROBLEM SOLVING – REPORTING, ESCALATION AND RESOLUTION

With respect to support services for production systems (systems currently in-use and operational), the Contactor will adhere to the following:

1. The Contractor will assume the primary monitoring and response role during non-business hours for the wireless data network. The Contractor will notify and begin the resolution process with the common carrier, reporting these efforts in the MSS problem reporting system. The Contractor will notify the Police Department and City's Help Desk of outages and issues immediately and resolution steps by the next business day. Upon request, the Contractor will provide a documented Root Cause Analysis (RCA) of outages to the Department for review.
2. The Contractor will process and respond to automated distress calls initiated by legacy ESS monitoring processes and software. These processes help ensure the highest level of performance and system availability possible. Minor class automated notifications (such as database or disk capacity, fragmentation warnings, internal management support function failure, time differential or failure to reset time, etc.) will be resolved and reported to the Police Department. All major class automated notifications (such as interface outages, power notifications, hardware events or failures, software events that impact performance or up-time) will be reported immediately to the City's Help Desk. Upon resolution, the Contractor will immediately contact the City's Help Desk inform them of the incident's resolution.
3. The City's Help Desk will be expected to take the primary role for user problem reporting 24 hours per day, 7 days per week. The City's Help Desk will be expected to notify and begin the resolution process with the Contractor's onsite or on-call agent. The Contractor's agent will contact the appropriate or affected common carrier, reporting these efforts in the MSS problem reporting system and back to the Police Department's staff. The City's Help Desk is expected to notify the Contractor's Communications Agent at the Police Department of all outages. The Contractor will assume the primary monitoring role during non-business hours for the legacy and new multi-carrier wireless data network. The Contractor will be expected to notify and begin the resolution process with the common carrier, reporting these efforts in the MSS problem reporting system. The Contractor will notify the Police Department of outages and issues by the next business day.
4. The City's Help Desk will receive and process all calls for service during its normal service hours. The service agent will then enter the call into the problem tracking database and perform initial triage of the issue. The service agent will then perform any appropriate resolution response. Issues involving system problems, such as wireless communications, MCT, CLETS, CAD marquees or other MSS issues will be routed directly to the Contractor's onsite Communications Agent. Once the operator has apprised the responding agent of the situation and all actions taken to date, control of the incident passes to the Contractor for resolution.
5. The Contractor will respond immediately to resolve any critical failure or loss of service. The Contractor will hold responsibility for contacting external carriers, hardware vendors, support services or third parties, as necessary and prudent.
6. The Contractor acknowledges the City's Help Desk as being the primary single point of contact for Police Departmental personnel to report problems and issues arising from use or attempted use of the services provided by the MSS systems. In keeping with these responsibilities, the Contractor will provide the City's Help Desk personnel with the appropriate training and up-to-date documentation to utilize the ESS Administrative Client (software).

E. SECURITY AND ACCESS

Given the secure nature of the Police Department's MSS environment, the following restricted access model for the server platforms will be adhered to by the Contractor, Police Department personnel, and the City's IT service provider support staff:

1. Level I – IT support personnel, such as the City’s Help Desk agents, will have access via remote ESS Administrative Client (software) only. Direct physical access to the server will not be allowed.
2. Level II - IT personnel, such as technical staff tasked with back-ups will be provided with individually named accounts on the host server in addition to remote client access. These accounts will be restricted to access necessary resources to perform back-up or other operational functions only. Full auditing will be enabled.
3. Level III – the Contractor will have sole daily access to full administrative functions on the server platforms. In the event of catastrophic circumstances, the Contractor will provide the Department’s designated IT Operations Manager with a sealed envelope containing the username and password of a privileged account to be used. In such an event, the Contractor will not be responsible for the security nor operational performance of the systems that are accessed during these circumstances. Nothing in this section is meant to limit or abrogate the indemnification clause of this Agreement.

F. DATA RIGHTS

1. The City and the Police Department is solely empowered with limited ownership rights to the source code as further clarified here in.
 - a. The Police Department will be supplied with the source code to the system in such a manner as changes to user functionality may be developed by the Police Department upon request.
 - b. Such changes to the source code will invalidate any warranty on the source code unless the Police Department first obtains a review of the proposed changes from the Contractor. Code changes approved by the Contractor will carry no warranty but will be covered by this Agreement. Changes made by the Police Department without approval will invalidate the software support component of this Agreement for the affected sub-system.
 - c. All changes by the Police Department must be made by qualified Police Department employees only.
 - d. Divulgement of the source code to any third party is strictly prohibited as the source code is both proprietary and a trade secret of the Contractor. When the changes have been deployed and tested a new copy of the source will be provided by the Contractor and the previous issue recovered. At that time all copies of the sources are to be deleted for both security of the Contractor’s trade secrets and version control.
 - e. The Department may develop user enhancements as they deem fit for the deployment and usage of the Department only.
 - f. Sale, reproduction or disclosure of source code is of course strictly prohibited.
 - g. Upon contract expiration or termination of the contract, the Contractor shall provide electronic copies of any data collected and recorded to the designated Contract Administrator. Data format will be agreed upon by both City and Contractor, but at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG or PDF format.

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

**PROJECT TITLE: ESS MESSAGE SWITCH OPERATION AND MAINTENANCE
SUPPORT**

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Section F.11 “American with Disabilities Act” of the City of San Diego, Purchasing Division General Provisions for Bids Dated 01/03/2005, and that;

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor’s agreement to abide by the provisions of the policy as outlined.

Signed _____

Printed Name _____

Title _____

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance, codified in San Diego Municipal Code § 22.3004. The intent of the Contractor Standards Ordinance is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the City Manager in making this determination and to fulfill the requirements of §22.3004(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the City an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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

Yes **No**

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

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

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

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

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

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

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

Yes **No**

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

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

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

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

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

Yes **No**

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

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

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

G. COMPLIANCE:

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

Yes **No**

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

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

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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

Yes **No**

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

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

Yes **No**

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

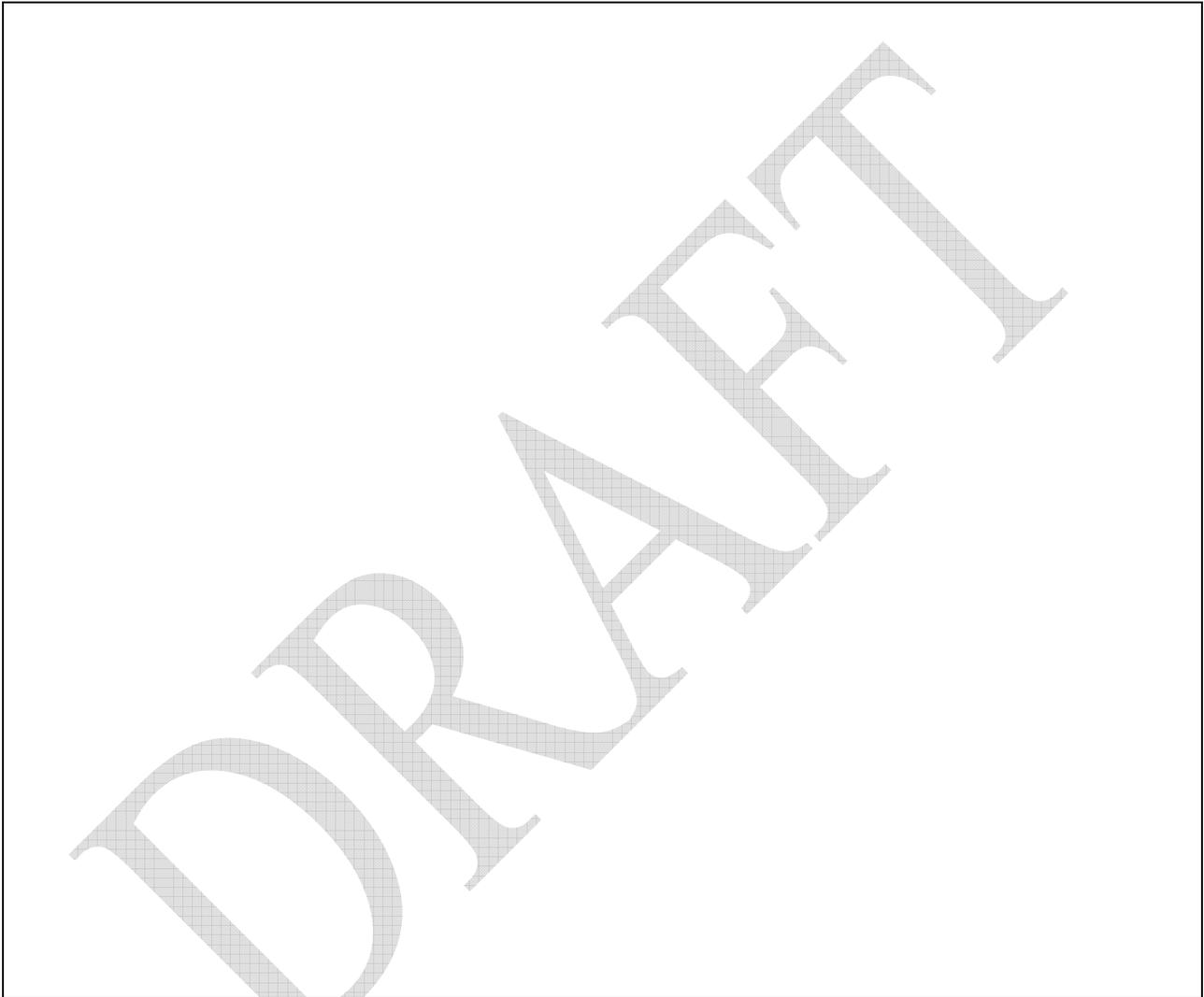
Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code § 22.3004:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the City within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the City within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.



Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

Date