

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007963
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Homeland Security	DATE: 4/10/2015
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SUBJECT: Amendment 5 to contract for Risk Analysis/Management Services with Haystax Technology (Formerly Digital Sandbox, Inc.)

PRIMARY CONTACT (NAME, PHONE): John Valencia,(619) 533-6763	SECONDARY CONTACT (NAME, PHONE): Katherine Jackson, (619) 533-6761
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COMPLETE FOR ACCOUNTING PURPOSES

FUND		600000			
FUNCTIONAL AREA		OTHR-00000000-FI			
COST CENTER		1915000001			
GENERAL LEDGER ACCT		512110			
WBS OR INTERNAL ORDER		AQ1000019-14			
CAPITAL PROJECT No.					
AMOUNT	0.00	\$1,383,556.00	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): The Fifth Amendment to the contract with Haystax Technology, will increase \$12 million, of which \$1,383,556 are available as part of the Fiscal Year 2014 Urban Area Security Initiative Grant (UASI) Program. Additional funding to support each additional year of the contract will be allocated by the corresponding UASI grant allocations as they become available.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Valencia, John	04/15/2015
Equal Opportunity Contracting	CFO		
Financial Management	DEPUTY CHIEF		
Comptroller	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

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

1.) Approval of an Ordinance to authorize the Mayor or his designee to execute an amendment to the contract with Haystax Technologies, Inc. to extend the contract for five additional years to commence in August 2015, for a total of ten years ending in August 2020,, for Risk Management Program services and support for a statewide

program.

2.) Authorize the Chief Financial Officer to appropriate and expend \$1,383,556 from Fund 600000 and available via Fiscal Year 2014 federal Department of Homeland Security Urban Area Security Initiative (UASI) grant program, for the purposes of funding the Risk Management program tasks identified as part of the Fiscal Year 2014 UASI grant.

3.) Authorize the Chief Financial Officer to appropriate and expend, contingent upon securing future fiscal years federal Department of Homeland Security Urban Area Security Initiative grant funding, an amount not to exceed \$12 million, increasing the contract total to not to exceed \$24 million, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

STAFF RECOMMENDATIONS:

Approve Ordinance and Agreement.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): Citywide

COMMUNITY AREA(S):

ENVIRONMENTAL IMPACT: This activity is not subject to CEQA pursuant to State CEQA Guidelines Sections 15060(c)(2).

CITY CLERK INSTRUCTIONS: This item is subject to Charter Section 99 (Approval by Ordinance and 6 votes required)

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 4/10/2015

ORIGINATING DEPARTMENT: Homeland Security

SUBJECT: Amendment 5 to contract for Risk Analysis/Management Services with Haystax Technology (Formerly Digital Sandbox, Inc.)

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: John Valencia/(619) 533-6763

DESCRIPTIVE SUMMARY OF ITEM:

Request for approval to execute a fifth amendment by Ordinance to the agreement with Haystax Technologies, Inc. for an additional five year contract extension period to commence in August 2015, for a total of ten years ending in August 2020, and not to exceed additional \$12 million to provide Risk Management Program software services.

STAFF RECOMMENDATION:

Approve Ordinance and Agreement.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Following a public Request for Proposal and a resulting competitive bidding process, the City of San Diego executed a contract with Digital Sandbox, Inc., in July 2010 on behalf of the entire San Diego Urban Area (SDUA) for a Risk Management Program funded through the federal Urban Areas Security Initiative (UASI) grant program. The regional Risk Management Program enhances homeland security within the SDUA (consisting of the incorporated cities within San Diego County and the unincorporated area of the county) by employing quantitative data and formal risk analysis methods to support strategic planning, enhance security processes and procedures, and guide homeland security/public safety resource allocation according to the relative risk values of various threats and hazards.

Under the 2010 competitively bid Risk Management Program contract, Digital Sandbox, Inc. provided the SDUA with a perpetual Risk Management System software license, system maintenance and hosted services, user training sessions and licensed software technical/analytical support. Deliverables included SDUA risk and capabilities assessments, a Preparedness Assessment Report, an updated Regional Security Strategy, and a Grant Effectiveness Report.

The initial contract amount for the SDUA Risk Management Program was \$398,700. The SDUA also executed options for additional annual technical and analytical support at the cost of \$255,763 per year for two years, for a total amount of \$910,226 under the initial contract.

In August 2010, the SDUA submitted a grant proposal to the California Emergency Management Agency (CalEMA) on behalf of the eight highest risk Urban Areas in California (Anaheim/Santa Ana, Bakersfield, San Francisco Bay Area, Los Angeles/Long Beach, Oxnard, Riverside, Sacramento, and San Diego) to fund Digital Sandbox, Inc.'s Risk Analysis services for those designated areas as a statewide Risk Management Program. The goal was to standardize

statewide risk management capabilities for the highest risk areas and build a sustainable program that allows for the sharing of risk and threat data with the State when needed.

In May 2011, CalEMA allocated \$2,430,000 of its FY 2010 UASI retention funds to the SDUA to provide Risk Analysis services for the statewide project, leveraging the existing agreement between the City of San Diego and Digital Sandbox, Inc. This amount of \$2,430,000 from CalEMA funded the subscription for the eight California Urban Areas from August 1, 2011 to September 16, 2012 and was approved in Amendment 1 to the contract with Digital Sandbox, Inc.

Subsequently, CalEMA awarded \$2,681,998 of FY 2011 UASI retention funds to the SDUA to continue the statewide Risk Management Program from September 17, 2012 through September 16, 2013. This amount was approved in Amendment 2 to the contract with Digital Sandbox, Inc., along with \$261,671 from the SDUA's UASI allocation for regional program support and enhancements.

In March 2013 CalEMA awarded \$1,558,916 from FY 2012 UASI retention funds to the SDUA to continue the statewide Risk Management Program through April 30, 2014. This amount was approved in Amendment 3 to the contract with Digital Sandbox, Inc.

In March 2014, the California Governor's Office of Emergency Services (formerly Cal EMA), awarded the amount of \$1,687,127 from its federal FY 2013 UASI retention funds to the SDUA to continue the statewide Risk Management Program through June 2015. This amount was approved in Amendment 4 to the contract with Digital Sandbox, Inc., along with \$350,000 from the SDUA's UASI allocation for regional program support and enhancements.

In March of 2015, the California Governor's Office of Emergency Services (CalOES) awarded \$2,000,000 from FY 2014 UASI retention funds to the SDUA to continue the statewide Risk Management Program through June 2016. Approval for this amount is requested along with additional future federal funds that may be awarded through the UASI program, not to exceed a total of \$12,000,000 over the next five years.

CITY STRATEGIC PLAN GOAL/OBJECTIVE:

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities.

FISCAL CONSIDERATIONS:

The federal Department of Homeland Security provides UASI grants through the CalOES, which grants them to the City of San Diego to administer for the entire San Diego Urban Area. The statewide Risk Management Program enhances regional security and public safety at no cost to the City. There is no non-federal match or cost share required for grants under the program covered by this Ordinance. However, these grants are reimbursable in nature requiring the City to expend funds prior to requesting reimbursement; for this requested action, the total amount

will not exceed \$12 million. Expenditures will be initially sourced from the City's general fund account, and then reimbursed from the respective federal fiscal year UASI grant program.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Sections 22.2701 through 22/2708); and the City's 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):

Resolutions R-306973, R-308082, and R-308555 authorizing contracts amendments 1, 2, and 3, respectively.

Resolutions R-307024, R-307561, and R-308530 authorizing to apply, accept, appropriate and expend UASI grant funds.

Resolution R-308999 dated June 23, 2014, authorizing the Mayor or his designee to expend an amount not to exceed \$2,037,127 in grant funds for Amendment 4 to the contract with Digital Sandbox, Inc. for the statewide Risk Management program.

Resolution R-309175 dated July 31, 2014 granting authorization to apply for, accept, appropriate and expend up to \$16,874,000 in grant funds from the FY 2014 UASI grant program.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Public notice in compliance to Charter Section 99

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders include all of the incorporated cities and the unincorporated areas within San Diego County, and the seven other California Urban Areas and the California Governor's Office of Emergency Services who participate with San Diego in the statewide Risk Management Program. Projected impacts are more effective strategic planning processes, enhanced security processes and procedures, and more efficient homeland security/public safety resource allocation for the San Diego Urban Area and all seven other Urban Areas in the State of California.

Valencia, John

Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
May 22, 2015

SUBJECT: Amendment 5 to Contract for Risk Analysis/Management Services with Haystax Technology
(Formerly Digital Sandbox, Inc.)

GENERAL CONTRACT INFORMATION

Recommended Consultant: Haystax Technology (Not Certified, M – Cauc.)

Amount of this Action: \$ 12,000,000 (Not to Exceed, 5 Year Total)
Previous Action Amounts: \$ 12,000,000 (Original Agreement, Amendments 1-4)
Cumulative Total Amount: \$ 24,000,000

Funding Source: Department of Homeland Security

Goal:

- 16% Small Business Subcontracting Goals
- 5% Small Disadvantaged Businesses (SDB)
- 5% Women Owned Small Businesses (WOSB)
- 3% HUBZone Businesses
- 3% Small Disabled Veteran Owned Small Businesses (SDVOSB)

<u>SUBCONSULTANT PARTICIPATION</u>	<u>This Action</u>	<u>Percent</u>	<u>Cumulative</u>	<u>Percent</u>
Filler Security Strategies (Not Certified, M – Cauc.)	\$0.00	0.00%	\$162,500.00	0.68%
Center for Naval Analysis (Not Certified, M – Cauc.)	\$0.00	0.00%	\$ 53,381.00	0.22%
TetraTech (Not Certified, M – Cauc.)	\$0.00	0.00%	\$ 25,040.00	0.10%
Alex Anvari (Not Certified, M – Cauc.)	\$0.00	0.00%	\$ 7,280.00	0.03%
Total Certified Participation	\$0.00	0.00%	\$ 0.00	0.00%
Total Non Certified Participation	\$0.00	0.00%	\$248,201.00	1.03%
Total Subcontractor Participation	\$0.00	0.00%	\$248,201.00	1.03%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Haystax Technology submitted a Work Force Report for their Fairfax County employees dated May 11, 2015 indicating 341 employees in their Administrative Workforce.

The Administrative Work Force indicates under representation in the following categories:

- Asian and Filipino in Management & Financial
- Asian, Filipino, and Female in A&E, Science, Computer

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of May 1, 2014. Staff will continue to monitor the firm's efforts to implement their EEO plan.

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

This action is to request for approval to execute an agreement amendment by Ordinance to extend a contract with Haystax Technology for an additional five year period to commence in July 2015, for a total of 10 years ending in July 2020, and not to exceed additional \$12 million to provide Risk Management Program software services.

Originating department is responsible for ensuring that the procurement process, contract language, and contract administrative requirements are all in accordance with the grant-funding-agency requirements to guarantee grant reimbursement.

(100004857-10-P)

KM



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

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

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

Name of Company: Haystax Technology Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 8251 Greensboro Drive, Suite 1111

City: McLean County: Fairfax State: VA Zip: 22102

Telephone Number: (571) 297-3800 Fax Number: (703) 442-4720

Name of Company CEO: William Van Vleet, III

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

Address: _____

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

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

Type of Business: _____ Type of License: _____

The Company has appointed: Susan Brady

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: 8251 Greensboro Drive, Suite 1111, McLean

Telephone Number: (571) 297-3794 Fax Number: (855) 427-3761 Email: sbrady@Haystax.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Haystax Technology Inc

Fairfax (County), Virginia (State) hereby certify that information provided

herein is true and correct. This document was executed on this 11th day of May, 2015

[Signature]
 (Authorized Signature)

Susan Brady
 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Haystack Technology Inc.

DATE: 5-8-2015

OFFICE(S) or BRANCH(ES): McLean (Corporate HQ)

COUNTY: Fairfax

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	3	10	4	3	4	5	1		1		44	28	2	
Professional	1	1												
A&E, Science, Computer	67	20	11	1	18	6					95	12	2	
Technical														
Sales														
Administrative Support						1						1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	71	31	15	4	22	12	1	0	1	0	139	41	4	0
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Grand Total All Employees

341

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

Disabled			2			1					3		1	
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

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

- (1) Black, 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

TRADE 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)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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Grand Total All Employees

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

Disabled														
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CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners



THE CITY OF SAN DIEGO

SUBMIT

Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Requesting Department: Office of Homeland Security

Vendor Name: Haystax Technologies, Inc.

WBS No. or Project Title Risk Management Program software services

Purchase Requisition # (if available): _____

JUN 11 2015

Department Contact: Katherine Jackson / Jose Luis Romo

Date of Request: 06/10/2015

Contract Amount/Estimate: \$ 24,000,000.00

Contract/Service Duration: Additional five years for a total of ten years

*NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
(Please use plain language for the terms/definitions)*

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

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	Risk Management Program software services, system maintenance and hosted services, user training sessions and licensed software/technical support.
What is the location of the project/service?	Off-site.
Are City employees currently performing any of the work?	None,
Do City employees currently have the expertise to do this work in-house? If not, why not?	No. This is a specialized technical program, and the services can only be provided by a select few firms at a national level.

Will any City employees be displaced as a result of this contract/service?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	This is a renewal, and the services have been contracted out for five years.
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	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. If not, why was another Department not contacted?	No. The required experience is on homeland security risk management assessment and related strategic planning. It is a highly specialized field.

***NOTE:** If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.

HUMAN RESOURCES DEPARTMENT USE ONLY

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


6-12-18

Human Resources Department Liaison Date

Scope of Work

Digital Sandbox Risk and Critical Infrastructure Protection Program – Services Bundle

Analytic/Program Support:

- CIKR Data Vetting
- User Training
- PCII Configuration/Roll out
- Software Configuration, Data Inputs, and/or on-site Support for Special Events
- Field Reporting
- THIRA Support
- Risk Validation Phase Support
- Core Capability Assessment Support

Digital Sandbox Enhanced Public Safety Operations – Services Bundle

Analytic/Program Support:

- Data Integrations (CAD, Incident Management Systems, GIS data, etc)
- Agency & User Configurations (defined information channels to support situational awareness in the field, command)
- Special Event Support
- User Training
- Program Management and Communication Support

Maintenance and Hosting for all licenses under statewide license: 8 UASI regions and STAC, CHP, Cal OES and Cal Fire state agencies

Digital Sandbox Product Support

- Regular Product releases for bug fixes and minor system enhancements
- Cal COP System Enhancements

**AMENDMENT NO. 5 BETWEEN
THE CITY OF SAN DIEGO AND DIGITAL SANDBOX, INC**

WHEREAS, on July 20, 2010, the City of San Diego [City] and Digital Sandbox, Inc., also known as Haystax Technology, [Consultant] entered into an agreement to provide a software license and consultant services [Agreement] under RFP 100004857-10-P, and

NOW THEREFORE, the City and Consultant agree to amend the Agreement as follows:

The Scope of Services is amended to cover all additional work described in Exhibit "A" to this amendment and payment by the City for items listed in Exhibit "A" to this amendment constitutes acceptance of the completion of deliverables for each such item(s). The Scope of Services shall also be amended to include the following additional State of California Agencies: The California Governor's Office of Emergency Services, the California Department of Forestry and Fire Protection, the California Highway Patrol, and the California State Terror Threat Assessment Center.

The term of this Agreement shall be extended an additional five years, with a new end date of July 16, 2020.

The total compensation to the Consultant throughout the term of this Amendment No.5 shall not exceed \$12,000,000 in federal funding.

Resolution No. 308999 approved June 23, 2014 authorized the additional work and compensation. Amendment 5 shall affect only the terms and conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this AMENDMENT No. 5 is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter Section 265 authorizing such execution, and by the Contractor.

I HEREBY CERTIFY that I can legally bind Digital Sandbox, Inc. and that I have read all of this Amendment No. 5 this 10TH day of MAY, 2015.

DIGITAL SANDBOX, INC

By: James Doyle
Title: CFO
Date: 5/10/15

CITY OF SAN DIEGO

By: _____
Title: _____
Date: _____

I HEREBY APPROVE the form of the foregoing Agreement this ___ day of _____, 2015.

Jan I. Goldsmith, City Attorney

By _____
Noah Brazier, Deputy City Attorney

EXHIBIT "A"

State Risk Management Program services – Amendment Scope of Work

- Digital Sandbox Risk and Critical Infrastructure Protection Program – Services Bundle
 - Analytic/Program Support:
 - CIKR Data Support
 - User Training
 - PII Process Support
 - THIRA Support
 - Risk Cycle Support
 - Core Capability Assessment Support
- Digital Sandbox Enhanced Public Safety Operations – Services Bundle
 - Analytic/Program Support:
 - Program Management and Communication Support
 - Data Integrations (CAD, Incident Management Systems, GIS data, etc)
 - Agency & User Configurations (defined information channels to support situational awareness in the field, command)
 - Special Event Support
 - User Training
 - Field Reporting Support
- Digital Sandbox Product Support
 - Analytic/Program Support:
 - Regular Product releases for bug fixes and minor system enhancements
 - Cal COP System Enhancements
- Maintenance and Hosting for all licenses under statewide license: 8 UASI regions and STAC, CHP, Cal OES and Cal Fire state agencies

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000007963
DEPT. _____
NO.: 1915

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

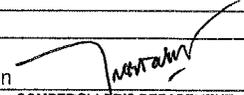
I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,383,556.00

Vendor: Haystax Technologies, Inc

Purpose: To execute a Fifth Amendment to the agreement with Haystax Technologies, Inc to provide Risk Analysis/Management Services in the amount of \$1,383,556.

Date: June 16, 2015

By: Jessica Tran 
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	600000	Non-Program	AQ1000019-14	OTHR-00000000-FI	512110	1915	1915000001		\$1,383,556.00
TOTAL AMOUNT									\$1,383,556.00

CC-361 (REV 7-09)

FUND OVERRIDE

CC 3000007963



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 10004857-10-P

REQUEST FOR PROPOSAL
ADDENDUM A

Closing Date: March 17, 2010
@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego and San Diego Urban Area with a Risk & Capabilities Analysis, Security Strategic Plan, Preparedness Report and Risk Management System

Timeline: As may be required for a period of three (3) years from date of award in accordance with the attached specifications.

Company DIGITAL SANDBOX, INC.
Federal Tax I.D. No.
Street Address 8260 GREENSBORO DRIVE, STE 450
City MCLEAN
State VA Zip Code 22102
Tel. No. 571-297-3800 Fax No. 703-442-4750
E-Mail ABEVERINA@PSBOX.COM

Name ANTHONY BEVERINA
Signature* [Handwritten Signature]
Title PRESIDENT
Date 3/16/10

*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

If your firm is not located in California, are you authorized to collect California sales tax? Yes No
If Yes, under what Permit #
City of San Diego Business Tax License #:

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

Cash discount terms % days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

- 1) Proposal must be submitted on official City proposal forms.
2) All information on this Request for Proposal cover page must be completed.
3) This cover page must be signed with an original signature.
4) Beginning January 1, 2008, all proposers must complete the Contractor/Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
5) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

For Further Information Concerning This Proposal, Please Contact:

PATRICK KELLEHER/muw, Principal Procurement Specialist

Phone: (619) 236-6214

Fax: (619) 533-3239

E-mail: PKelleher@sandiego.gov



The City of San Diego and San Diego Urban Area
Risk and Capabilities Analysis, Security Strategic Plan, Preparedness Report and Risk Management System
Bid Number: 10004857-10-P

March 12, 2010

Patrick Kelleher, Principal Procurement Specialist
City of San Diego, Purchasing and Contracting Department
1200 Third Avenue, Suite 200
San Diego, California 92101-4195

RE: In Response to a Procurement to Furnish San Diego with a Risk and Capabilities Analysis, Security Strategic Plan, Preparedness Report, and Risk Management System
Bid Number: 10004857-10-P
Response Date (Amended): Wednesday, March 17, 2010

Dear Mr. Kelleher,

Digital Sandbox, Inc. ("DSI") is pleased to submit this proposal in response to the above referenced RFP. DSI is a preeminent provider of risk management solutions to State and local agencies. During the past four years, we have provided analytic-based solutions to over two dozen agencies out of our Risk Analysis Center in Virginia. For this initiative, we have teamed with Filler Security Strategies and Tetra Tech (collectively "The DSI Team") because those organizations bring extensive and directly relevant experience in preparedness analysis and strategic planning.

For this initiative, we understand that the City of San Diego and the San Diego Urban Area ("San Diego") requires a risk management capability that provides a platform to conduct a series of risk and capabilities assessments to support on-going strategic planning for its homeland security program. Our experience tells us that taking a risk-based approach as contemplated in this initiative can provide a more enduring and dynamic preparedness analysis and planning capability. Therefore, we offer a solution that combines the industry's leading risk and preparedness analytics platform with a team of highly qualified and experienced personnel. Elements of our approach to meeting San Diego's requirements include:

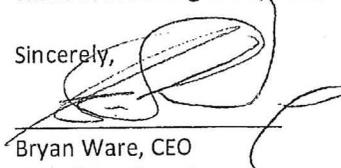
- Immediate activation of DSI's Risk Analysis Center Workstation Software to meet San Diego's requirement for a risk management system – this system is proven at the Federal, State, and local levels across the Nation.
- Thoroughly vetted and proven processes for risk and capability gap analysis, preparedness analysis, and strategic planning – our team has implemented projects of similar scope at State and local levels.
- An experienced team of homeland security industry leaders to ensure the success of the program.

DSI is committed to the success of this initiative. We have been in the homeland security risk management business since 1998 – it is our only business. We have selected Ms. Jodi Huston to lead this effort for San Diego because of her track record of delivering on-time, on-budget results in complex urban areas, including the Bay Area Urban Area Security Initiative (UASI) and the Dallas/Fort Worth/Arlington UASI. Ms. Huston will lead a team of personnel with unique risk management insights that includes Mr. Josh Filler, former Director of the Office of State and Local Government Coordination for DHS, and Robert Stephan, former Assistant Secretary for Infrastructure Protection at DHS.

In addition to delivering the high quality services that San Diego desires, we intend to stand behind your team and respond to your use of our product in the face of your ever-changing risk environment, through phone, e-mail, and in-person support during San Diego working hours (9:00-5:00 PST) and 24/7 on-call IT support.

If you have any questions related to this proposal, please contact your key point of contact, Brad Fehnel, at (703) 673-8979 or via email at bfehnel@dsbox.com. We look forward to supporting you in this effort.

Sincerely,


Bryan Ware, CEO
Digital Sandbox, Inc.


Brad Fehnel, Director of State and Local Accounts
Digital Sandbox, Inc.

Digital Sandbox

8260 Greensboro Drive, Suite 450 • McLean, VA 22102
main 571.297.3800 • fax 703.442.4750 • www.dsbox.com



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4. INTENDED APPROACH

The DSI Team will deliver a systems-based risk management capability to San Diego. We have developed an integrated approach to risk analysis, capabilities assessment, and strategic planning that is based on the successes and lessons learned from our work with over twenty-five State and local jurisdictions across the country. We will leverage our experience to improve San Diego’s preparedness for and response to catastrophic natural and human-caused disasters, by implementing the following items: (1) our industry-leading risk management software, which provides efficient data collection, powerful analysis capabilities, and detailed reporting on asset, threat, and risk information; and (2) a proven, integrated approach to perform a comprehensive risk analysis, capabilities assessment, and gap analysis from which we can generate a data-driven strategic plan and preparedness report.

4.1 Our Integrated Approach

Our risk management software will provide San Diego with a platform for centralized data collection, analysis, and reporting across all tasks. Figure 1 shows our tasks, starting with data collection for CIKR and threats/hazards, the foundation for performing the region’s risk analysis. Next, results from the risk analysis will indicate capability priorities, which are combined with an assessment of current capabilities to identify *capability gaps*. Finally, results from the risk analysis, capabilities assessment, and gap analysis are all used to support the development of the strategic plan and preparedness report.

4.1.1 Task 1 – Risk Analysis

To enable San Diego’s risk management capability, the System Implementation and Training Team will “turn on” the *most recently released version* of our web-based Risk Analysis Center (RAC) Workstation Software. The system will be hosted from the RAC’s secure hosting facility located in Sterling,

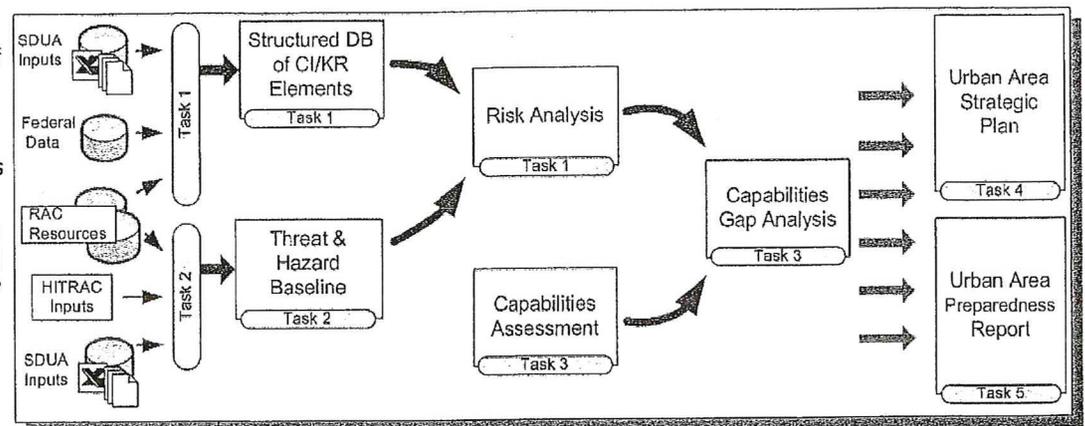


Figure 1: Our integrated approach is based on our experience performing similar work in States and Urban Areas across the country.

VA and accessed by San Diego stakeholders via web portal interfaces. The RAC Workstation Software will be configured to provide role-based access to San Diego stakeholders and enable the Urban Area to capture CIKR data, perform risk analysis, conduct field and survey assessments (including BZPPs), and distribute results, including a direct export to C/ACAMS. Our system utilizes HTTPS with 128 bit encryption SSL, and provides secure, modifiable password protection access methodology. DSI will provide three on-site training sessions for administrators, subject matter experts, and trainers to ensure the success of the program.

To create a *consolidated catalog of CIKR data*, the DSI Team will use a structured process to collect, vet, and prioritize information. Our analysts will work with San Diego representatives to identify and compile existing Federal and local data sources as well as information from the RAC data repository. Our analysts will structure the information into a unified dataset, and then engage San Diego Subject Matter Experts (SMEs) through SME workshops to vet the data and apply vulnerability and consequence metrics. Finally, our analysts will load the structured catalog into San Diego’s Risk Management System.

To perform a *risk analysis* for San Diego, the DSI Team will follow the process used with multiple State and local public safety organizations throughout the nation. In this process, our analysts will compile inputs from the structured CIKR database, SME workshops, threat and hazard metrics, and population risk metrics from our RAC data repository to produce a prioritized list of CIKR. Our analysts will use patented risk algorithms that elaborate on the established risk formula, Risk = Threat x Vulnerability x Consequence, to produce a preliminary risk analysis that displays the following outputs: (a) risk exposure by threat/hazard type, (b) risk distribution by jurisdiction, (c) risk distribution by National Infrastructure Protection Plan (NIPP) sector and sub-sector, and (d) concentrations of risk around geographic centers. Upon completion of the preliminary analysis, our analysts will present the findings to San Diego Urban Area SMEs to ensure that local expert input is factored into the final analysis. Once finalized, we will load the data into San Diego’s Risk Management System (a sample of the output is supplied in Section 11, Sample of Work).



4.1.2 Task 2 – Threat and Hazard Baseline Using national standards, DSI analysts will create a baseline of threat and hazard descriptions that will be loaded into San Diego’s Risk Management System. The RAC data repository includes a comprehensive set of threat and hazard descriptions that DSI has compiled from years of working with Federal, State, and local agencies. We will use these descriptions along with our default threat ratings and hazard likelihoods as a starting point for the development of San Diego’s threat and hazard baseline. Our analysts will work with San Diego to identify additional sources of data, including the Homeland Infrastructure Threat and Risk Analysis Center (HITRAC), the Regional Terrorism Threat Assessment Center (RTTAC), open source, and local experts. In addition, the data compiled and baseline information loaded into San Diego’s Risk Management System can be updated to support future analyses, as conditions dictate.

4.1.3 Task 3 – Capabilities Assessment Our Capabilities Assessment methodology combines the use of the Capabilities Assessment Module (CAM) in our risk management system, structured workshops, expert facilitation, and Urban Area SME input. The DSI Team will facilitate the assessment of capabilities and identification of capability gaps for the 18 incorporated cities and the County of San Diego by utilizing the CAM, conducting on-site and virtual workshops to guide a focused cross-section of Urban Area stakeholders through a structured evaluation of each target capability. Additionally, our analysts will evaluate *Capability Gaps* by comparing priority capabilities from the risk analysis with existing capabilities and analyzing the gap against the risk-indicated (desired) capability levels. This ranked and segmented list will be accessible within the CAM and contains hyperlinks to specific investment options on the AEL/SEL.

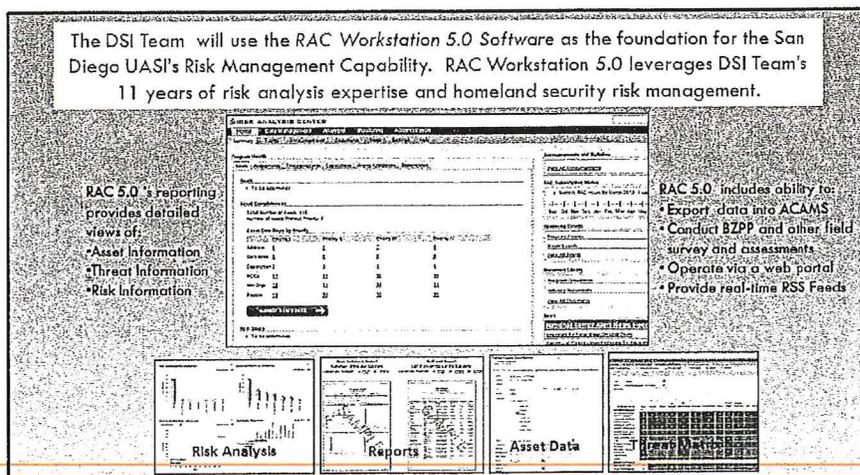
4.1.4 Task 4 – Data Driven Urban Area Strategic Plan Leveraging our team’s experience in developing data-driven homeland security strategies across the country, including the Bay Area UASI, Los Angeles/Long Beach UASI, and the State of California, we will work with San Diego Urban Area representatives to provide an updated three-year Homeland Security Strategy. Utilizing the findings from the risk analysis, capabilities assessment, and gap analysis, the DSI Team will develop a series of strategic goals and objectives designed to enhance San Diego’s ability to reduce risk. Each goal will align with National Preparedness Guidelines and State of California homeland security planning policy, while the objectives under each goal will align with an identified DHS Target Capability. Additionally, performance objectives will be set for each goal to evaluate the strategy and refine capability targets over time. Finally, the strategy will, as needed, recommend amendments to the governance structures, grants administration processes, and overall human capital investments required for implementation.

4.1.5 Task 5 – Urban Area Preparedness Report To deliver a Preparedness Report that provides an overview of the current state of preparedness in San Diego, the DSI Team will: (1) leverage the outputs of the capability gap analysis, (2) review all prior homeland security investments and tie them to a target capability, and (3) evaluate lessons learned and applied from prior incidents and exercises. This report will provide San Diego with a clear picture of the capability enhancements that have been made, how these investments have met San Diego’s preparedness goals, and what gaps remain.

4.2 Risk Management Capability

Our web-based RAC Workstation software will be the basis for the San Diego UASI Risk Management System. Dedicated client support personnel are an integral part of this system, which will be available to the San Diego UASI on day one of the contract award.

Figure 2: The proposed Risk Management System fully supports the requirements of the RFP, outlined in Tasks 1 through 5 in our Intended Approach.





5. RELEVANT PROJECT EXPERIENCE AND REFERENCES

The DSI Team has selected a set of past performance summaries that demonstrate our experience and ability to support San Diego beginning on day one of the engagement. The following projects are closely related in scope to this proposed effort:

Jurisdiction	Risk Management System	Relevant Project Experience and References				
		Task 1: Risk Analysis	Task 2: Threat and Hazard Baseline	Task 3: Capabilities Assessment	Task 4: Urban Area Homeland Security Strategic Plan	Task 5: Urban Area Preparedness
San Francisco Bay Area Urban Area	✓	✓	✓	✓	✓	✓
Dallas/Ft. Worth/Arlington Urban Area	✓	✓	✓			✓
Houston Urban Area	✓	✓	✓		✓	✓
City of Long Beach	✓	✓	✓			✓
Los Angeles/Long Beach Urban Area				✓	✓	✓
FEMA - NPAD	✓	✓	✓	✓		
FEMA - GPD	✓	✓	✓			

5.1 Bay Area UASI (Contract Value: \$585,750; July 1, 2009 through June 30, 2012)

The Bay Area UASI consists of the cities of San Francisco, Oakland, and San Jose, along with 10 surrounding counties, and is home to more than seven million residents. The Digital Sandbox Risk Analysis Center (RAC) solution suite serves as the core foundation for this engagement. Leveraging the RAC Workstation, the DSI Team created a Concept of Operations that outlined the strategic approach and plan for the region’s risk management program. From there, our team assembled the UASI’s asset catalog, built the region-specific threat and hazard library, and performed a region-wide capabilities assessment. Using the risk and capabilities assessment data, our team developed a risk and capabilities baseline that formed the genesis for a comprehensive homeland security strategic plan for the entire Bay Area. This included prioritized goals and objectives based on National and State of California Priorities and Target Capabilities, as well as an enhanced governance structure and grants administration process.

Project Manager: Teresa Serata, Director of Strategy and Grant Compliance, 10 Lombard Street, Suite 410, San Francisco, CA 94111, 415-705-8520 or Teresa.Serata@SFGOV.ORG.

5.2 Dallas/Ft. Worth/Arlington UASI (Contract Value: \$635,000; December 31, 2008 through December 31, 2011)

The Dallas/Ft. Worth/Arlington (DFWA) UASI consists of the cities of Dallas, Ft. Worth, and Arlington and four surrounding counties, and is home to more than six million residents. The DFWA UASI selected DSI to implement, operate and manage their risk management program via the Digital Sandbox Risk Analysis Center. Leveraging the RAC Workstation, the DSI Team created a Concept of Operations that outlined the strategic approach and plan for the region’s risk management program. From there, our team assembled the UASI’s asset catalog and built the region-specific threat and hazard library.

Project Manager: Rocky Vaz, Intergovernmental Services Manager, Dallas City Hall, 1500 Marilla Street, Room 2DN, Dallas, TX 75201, 214-670-5363 or Rocky.Vaz@dallascityhall.com.

5.3 Houston UASI (Contract Value: \$640,000; October 31, 2007 through Present; on-going)

The Houston UASI consists of the City of Houston and the 13 surrounding counties and is home to more than 5.5 million residents. The Houston UASI selected DSI to assemble the UASI’s asset catalog, build the region-specific threat and hazard library, and then, using risk assessment data, build a risk baseline for the region – all leveraging our hosted Site Profiler Risk Management System (now a core application of the Digital Sandbox Risk Analysis Center) as the foundation for their risk management program. In 2009, the Houston UASI also engaged DSI to support their Regional Catastrophic Planning Initiative program. Specifically, DSI assembled the region’s technology inventory and addressed Multiple Improvised Explosive Devices (IED) and a Category 5 hurricane scenarios.

Project Manager: Cheryl Murray, Houston Urban Area and City of Houston, 900 Bagby Street, Houston, TX 77002, 832-393-0929 or cheryl.murray@cityofhouston.net.



5.4 City of Long Beach, California (Contract Value: \$50,000; November 1, 2007 through January 1, 2008)

The City of Long Beach is a major population center in the Los Angeles/Long Beach Metropolitan Statistical Area (MSA). Long Beach is the 5th largest city in California (35th largest in the nation) and possesses a very dense population (more than 9,000 people per square mile). DSI and Filler Security Strategies provided the City of Long Beach with a Risk Baseline Analysis – requiring the DSI Team to assemble the City of Long Beach asset catalog and assemble their threat and hazard library. Filler Security Strategies used data driven analysis to develop a homeland security plan for Long Beach, enabling the city to prioritize their investment and planning processes.

Project Manager: Lt. John Benedetti, Long Beach Police Department, 400 W. Broadway, Long Beach, CA 90802, 562-570-7194 or john_benedetti@longbeach.gov.

5.5 Los Angeles/Long Beach Urban Area (LA/LB UA) (Contract Value: \$1,377,972; September 8, 2009 through March 31, 2010)

Tetra Tech is completing the catastrophic planning strategic plan for the Los Angeles/Long Beach Urban Area (LA/LB UA) and the Los Angeles County Operational Area (LACOA). The project will result in a strategic plan, implementation plan, and monitoring tool incorporating the results of a capability assessment and gap analysis designed to reach each of the 88 jurisdictions and the disciplines that support them. This plan is essential to enhance the Region's ability to prevent, protect against, respond to, and recover from catastrophic events related to acts of terrorism, natural disasters and manmade disasters. The capabilities assessment incorporates both Target Capabilities List (TCL) requirements and Emergency Support Function SME-identified resource requirements associated with FEMA's Gap Analysis Program. Separating the analysis into two categories ensures that the data analysis encompasses measurable resources (quantitative), and the ability to deploy those resources in addition to assessing the capability to perform certain tasks deemed critical in the TCL (qualitative). The resultant five-year strategic plan will serve as a long-term guide in directing programmatic efforts and providing future direction for UASI and SHSGP investment justification funding allocations and projects.

Project Manager: Sara Henry, Contract Specialist, City Hall, 200 N. Spring Street, Los Angeles, CA 90012, 213-978-0686 or sara.henry@lacity.gov.

5.6 Federal Emergency Management Agency, National Preparedness Assessment Division (Contract Value: \$1,899,499, March 2009 – Present)

Digital Sandbox successfully defined, designed, built, and rolled-out the 2010 State Preparedness Report ("SPR") Survey Tool for FEMA-NPAD. The SPR Survey tool is an automated, web-based survey that elicits direct assessment from each state on their level of preparedness. The SPR Survey Tool has been customized to ask questions based on the Target Capabilities List 2.0, enabling NPAD analysts to better understand the perspective of the various states, UASIs and selected government agencies concerning their level of preparedness. Digital Sandbox assisted NPAD with rolling-out the tool, capturing the data, aggregating the results, and providing concise reporting. Digital Sandbox also provided training and technical assistance directly to the states to ensure success. NPAD also contracted with Digital Sandbox to develop an integrated system for processing, visualizing, and analyzing national preparedness data. This dashboard allowed preparedness data to be viewed, studied, and then used in the development of the National Preparedness Report ("NPR") and other analysis.

Project Manager: Lauren Daly, Contract Officer Technical Representative, 800 K St NW, 202-786-9645 or lauren.daly@fema.gov.

5.7 Federal Emergency Management Agency, Grant Programs Directorate (Contract Value: \$7,500,000, May 2006 – April 2009)

GPD engaged Digital Sandbox to provide a comprehensive set of strategic risk analytic and management services for the Homeland Security Grant Program (HSGP) and their Critical Infrastructure Security Programs (Port Security Grant Program and Transit Security Grant Program). Digital Sandbox synthesized the overall risk results with the "effectiveness", the ability of a specific area to articulate the need for investment into strategic risk-based allocation models used for each of the risk-based grant programs. FEMA used Digital Sandbox's risk and allocation models for the past four grant cycles, enabling the allocation of over \$12 billion in grant funds for the purposes of determining eligibility and allocation results.

Project Manager: Paul Belkin, Contract Officer Technical Representative, 800 K St NW, 202-786-9771 or paul.belkin@fema.gov.



6. PERSONNEL QUALIFICATIONS

Digital Sandbox, Inc. In support of San Diego, the DSI Team will consist of industry experts with vast experience in the State and local arena. With over ten years of experience spearheading client programs and based on her strong background with State and local clients, DSI will name Jodi Huston as the Program Manager to lead the San Diego engagement. As a subject matter specialist for State and local risk management programming, Ms. Huston has coordinated numerous multi-disciplinary projects for the Firm’s clients. She has led the deployment of our risk management software to perform risk analysis and capability assessments for the Bay Area UASI and the Dallas/Fort Worth/Arlington UASI. She recently completed an effort leading a team of analysts charged with supporting security at the NBA All-Star Game.

For the City of San Diego and the San Diego Urban Area, Ms. Huston will leverage her extensive program management background and lead a cross-functional team of Digital Sandbox, Filler Security Strategies, and Tetra Tech analysts and consultants. Ms. Huston will be responsible for monitoring work efforts, assigning resources, and managing personnel to ensure quality standards and consistent work performance for all DSI tasks. In addition, Ms. Huston will provide overall project and performance oversight for Digital Sandbox, Filler Security Strategies, and Tetra Tech personnel to guarantee project tasks and deliverables are executed on schedule. Ms. Huston will also be responsible for ensuring communication with San Diego officials on the ongoing status of this multi-faceted project.

Filler Security Strategies, Inc. (FSS). FSS is a homeland security consulting and technical assistance firm that has supported States and Urban Areas in their efforts to develop homeland security grant investment justifications, strategic plans, and homeland security policies and programs. DSI has selected Josh Filler, President of FSS, as a dedicated resource to support San Diego in the development of a three-year Urban Area Strategic Security Plan and Preparedness Report. We chose Mr. Filler for this engagement due to his extensive strategic planning experience and his intimate understanding of Department of Homeland Security and State of California Homeland Security policy and guidance.

Mr. Filler, the former Director of DHS’s Office of State and Local Government Coordination, led the creation of the UASI program and HSPD-8. He meets regularly with all of California’s UASI jurisdictions on planning and preparedness issues. In 2007, Mr. Filler served as the project manager in conducting a risk baseline for both the City of Long Beach and CalEMA, and developed a homeland security plan for Long Beach, the 2008 California Homeland Security Strategy, and the State’s investment justifications. Mr. Filler currently serves as the project leader for a risk, capabilities assessment and strategic plan for the ten county San Francisco Bay Area UASI region, the Richmond (VA) UASI, and the Hampton Roads (VA) UASI. Mr. Filler has also supported New York State, San Diego Metropolitan Transit System (MTS), and the Port of San Diego with planning and investment justifications.

Tetra Tech, Inc. As one of the Nation’s leading design engineering firms, Tetra Tech has expanded its infrastructure engineering practice into the field of disaster management to provide services such as infrastructure hardening and protection; emergency management, planning, and preparedness; and, exercise and training delivery. Given their local presence in the State of California and support of the City of Los Angeles with the development of a Strategic Plan to direct future homeland security planning efforts and enhance the Region’s ability to deter, prevent, respond to and recover from acts of terrorism, natural and human-caused disasters, Digital Sandbox will partner with Tetra Tech on this engagement.

In support of this engagement, Tetra Tech will make available Col. Bob Stephan, the former Assistant Secretary for Infrastructure Protection at DHS. Col. Stephan will work closely with our Project Manager to provide subject matter expertise and executive-level guidance for the Risk and Capabilities Analysis portion of this engagement. The Tetra Tech team will share local knowledge and past experience with DSI to enhance the depth and completeness of analysis results.

City of San Diego and San Diego Urban Area					
Jodi Huston, <i>Project Manager</i>					
Anthony Beverina and Robert B. Stephan, <i>Executive Sponsorship</i>					
Risk Management System	Task 1 Risk Analysis	Task 2 Threat and Hazard Baseline	Task 3 Capabilities Assessment	Task 4 Urban Area Homeland Security Strategic Plan	Task 5 Urban Area Preparedness Report
Jeanne-Marie Thomas <i>Systems Implementation and Training</i>	Dr. David Daniels and Adam McCann, <i>Risk and Capabilities Analysis</i>	Dr. David Daniels and Adam McCann, <i>Risk and Capabilities Analysis</i>	Dr. David Daniels and Adam McCann, <i>Risk and Capabilities Analysis</i>	Josh Filler, <i>Strategic Planning</i>	Josh Filler, <i>Strategic Planning</i>

Figure 3: Personnel Organization Chart in support of the City of San Diego and San Diego Urban Area Risk Management Program.





6.1 Project Manager, Jodi Huston, Digital Sandbox, Inc., jhuston@dsbox.com, (571) 297-3770

Name and Title	Academic Background	Clearance
Jodi Huston, <i>Client Services Manager</i>	B.A., International Affairs (Concentration: International Economics), George Washington University, 2001	Secret
Skills and Subject Area Expertise		
<p>Ms. Huston is a Client Services Manager (CSM) for Digital Sandbox. She has over ten years experience in initiating, managing and implementing engagements for Federal, State, and local governments. As a CSM, Ms. Huston works with our State and local clients to develop risk-optimized homeland security solutions. In this engagement Ms. Huston will be responsible for presenting and delivering all project deliverables, ensuring that the delivery of all products and services meet client needs and are understood by key stakeholders, and will serve as the main client and project team interface, coordinating client requests and project team needs. Prior to joining DSI, Ms. Huston was an Associate at Booz Allen Hamilton. In this role, she was responsible for the initiation, development, delivery, and management of critical projects to improve organizational structures, business processes, program efficiency, and resource management. She led project teams in the development and design of new organizational structures and business processes for clients undertaking internal reorganizations; developed methodologies and approaches on various multi-year strategic and tactical client engagements; conducted large and small data gathering and analyses efforts, both quantitative and qualitative, to deliver findings and actionable recommendations; and provided consultative services to large client-led reorganizations to include creating communication strategies, writing detailed implementation plans, establishing governance processes and structures, and ensuring executive buy-in.</p>		
Relevant Experience		
<p>Functional Requirement # 1 (Risk Analysis)</p> <ul style="list-style-type: none"> Ms. Huston has managed the Digital Sandbox risk analysis process in the Atlanta, Austin, Bay Area, Dallas/Fort Worth/Arlington, and San Antonio Urban Areas. <p>Functional Requirement # 2 (Threat/Hazard Baseline)</p> <ul style="list-style-type: none"> Ms. Huston has managed the development of Threat/Hazard Baselines in the Austin, Bay Area, Dallas/Fort Worth/Arlington, and San Antonio Urban Areas. <p>Functional Requirements # 3 (Capabilities Assessment/Gap Analysis)</p> <ul style="list-style-type: none"> Ms. Huston has developed and facilitated a Capabilities Assessment in the Bay Area Urban Area. The capabilities assessment was a complex endeavor that included over 75 participants from ten Bay Area jurisdictions. Ms. Huston managed the development of a capability gap analysis for the Bay Area Urban Area. <p>Functional Requirement # 4 (Security Strategic Plan)</p> <ul style="list-style-type: none"> Ms. Huston worked closely with our teaming partner for this engagement, Filler Security Strategies, to develop a strategic plan for the Bay Area Urban Area. <p>Deploying Risk Management Software Solutions</p> <ul style="list-style-type: none"> Ms. Huston has managed deployment of our risk management software solution in the Bay Area, Dallas/Fort Worth/Arlington, and San Antonio Urban Areas. 		
Client References		
<p>Bay Area UASI: Teresa Serata, Director of Strategy and Grant Compliance, 415-705-8520 or Teresa.Serata@SFGOV.ORG.</p> <p>Dallas/Ft. Worth/Arlington UASI: Rocky Vaz, Intergovernmental Services Manager, Dallas City Hall, 1500 Marilla Street, Room 2DN, Dallas, TX 75201, 214-670-5363 or Rocky.Vaz@dallascityhall.com.</p>		



6.2 Principal, Anthony F. Beverina, Digital Sandbox, Inc., beverina@dsbox.com, (571) 297-3756

Name and Title	Academic Background	Clearance
Anthony Beverina, <i>President</i>	B.S., Mechanical Engineering, Virginia Polytechnic Institute, 1988 M.S., Material Science, University of Virginia, 1993	Top Secret
Skills and Subject Area Expertise		
<p>With over twenty years of executive and program management experience, Mr. Beverina will serve as principal for this engagement. A recognized expert in the field of risk management, Mr. Beverina is an inventor and holder of three patents in Risk Analytics, Risk Modeling, and Risk Assessment. He is an experienced technologist, having built operating business units at three firms that deploy technology-based solutions for public-sector clients. Mr. Beverina has worked extensively with public safety, security, and critical infrastructure protection professionals at the Federal, State and local level to implement risk management programs and solutions.</p>		
Relevant Experience		
<p>Functional Requirements 1, 2, and 3 (Risk Analysis, Threat/Hazard Baseline, Capabilities Assessment/Gap Analysis)</p> <ul style="list-style-type: none"> Mr. Beverina is the lead inventor of DSI's patented risk analysis, risk assessment, and risk management products which serve to benefit State and local clients in understanding their risk environment. Mr. Beverina oversaw risk analyses for over twenty States and Urban Areas nationwide, and the Capabilities Assessment performed in the Bay Area Urban Area. <p>Deploying Risk Management Software Solutions</p> <ul style="list-style-type: none"> Mr. Beverina has overseen the deployment of our risk management software solution in the Bay Area, Dallas/Fort Worth/Arlington, Houston, San Antonio, and Tampa Urban Areas, and the States of New Jersey and South Carolina. 		

6.3 Executive Sponsor, Col. Robert B. Stephan, Tetra Tech, Inc., Robert.stephan@tetratech.com, (626) 351-4664

Name and Title	Academic Background	Clearance
Robert B. Stephan, <i>Critical Infrastructure Protection SME</i>	M.I.P.P, School of Advanced International Studies, The Johns Hopkins University, 1987 M.A., International Relations, University of Belgrano, Buenos Aires, Argentina, 1985 B.S., Political Science, USAF Academy, 1979	Top Secret
Skills and Subject Area Expertise		
<p>Colonel Robert B. Stephan is a homeland security subject matter expert at Tetra Tech, Inc. Col. Stephan will serve as the executive sponsor for this engagement. Prior to joining Tetra Tech, Col. Stephan was the Assistant Secretary for Infrastructure Protection at the Department of Homeland Security. At DHS, Col. Stephan oversaw the development of the National Infrastructure Protection Plan (NIPP), the National Incident Management System (NIMS), the National Response Plan (NRP), and the National Strategy for Countering Improvised Explosive Devices.</p>		
Relevant Experience		
<p>Functional Requirement # 1 (Risk Analysis)</p> <ul style="list-style-type: none"> At DHS, Col. Stephan was responsible for the national effort to identify and catalogue critical infrastructures, key resources and risk assessments for 17 individual sectors. <p>Functional Requirement # 3 (Capabilities Assessment/Gap Analysis)</p> <ul style="list-style-type: none"> Col. Stephan's experience developing the NRP and the NIMS give him a unique and practical understanding of capability levels in the State and local environment. More recently, Col. Stephan assisted with a capability assessment performed in the Los Angeles/Long Beach Urban Area. <p>Functional Requirement # 4 (Security Strategic Plan)</p> <ul style="list-style-type: none"> Col. Stephan is guiding the development of a Homeland Security Strategic Plan for the Los Angeles/Long Beach Urban Area. 		



6.4 Strategic Planning Lead, Josh Filler, *Filler Security Strategies, Inc.*, jfiller@fssconsulting.net, (202) 261-6560

Name and Title	Academic Background	Clearance
Josh Filler, <i>President</i>	J.D., St. John's University School of Law, June 1997 B.A., Political Science, Boston University, College of Liberal Arts, May 1993	Top Secret
Skills and Subject Area Expertise		
<p>Joshua D. Filler is the founder and president of Filler Security Strategies and will serve as the Strategic Planning lead for this engagement. Prior to founding Filler Security Strategies, Mr. Filler served as the Director of the Office of State and Local Government Coordination at DHS. In this role, Mr. Filler worked regularly with senior DHS leaders and other federal officials on national preparedness, grant funding issues, intelligence and information sharing, policy development, communications, and anti-terrorism operations and security planning within the United States and its territories. This included numerous Homeland Security Presidential Directives, the creation of the Urban Areas Security Initiative, the Transit Security Grant Program, the National Incident Management System, the National Response Framework and the National Infrastructure Protection Plan.</p>		
Relevant Experience		
<p>Functional Requirements 1, 2, and 3 (Risk Analysis, Threat/Hazard Baseline, Capabilities Assessment/Gap Analysis)</p> <ul style="list-style-type: none"> Mr. Filler supported Digital Sandbox in its risk analysis process and threat/hazard baseline development the Bay Area UASI and the City of Long Beach, California. Mr. Filler supported the Digital Sandbox Capabilities Assessment in the Bay Area UASI. <p>Functional Requirement # 4 (Security Strategic Plan)</p> <ul style="list-style-type: none"> Mr. Filler has developed data-driven risk-based homeland security strategic and implementation plans for the Bay Area UASI, State of California, State of New York, and the City of Long Beach, CA. <p>Functional Requirement # 5 (Preparedness Report)</p> <ul style="list-style-type: none"> Mr. Filler is developing a capabilities-based report for the Bay Area UASI. 		

6.5 Risk and Capabilities Analysis Lead, Dr. David Daniels, *Digital Sandbox, Inc.*, ddaniels@dsbox.com, (571) 297-3765

Name and Title	Academic Background	Clearance	
Dr. David Daniels, <i>Chief Scientist</i>	<ul style="list-style-type: none"> PhD, Physics, Harvard University, 2000 A.M., Physics, Harvard University, 1996 	<ul style="list-style-type: none"> M.Sc., Physics, University of Oxford, 1995 B.S., Mathematics and Physics, Wheaton College (Ill.), 1993 	Top Secret
Skills and Subject Area Expertise			
<p>Dr. Daniels is Digital Sandbox's Chief Scientist and will serve as the Risk and Capabilities Analysis lead for this engagement. In this role, Dr. Daniels serves as the lead writer and final reviewer for all risk-based deliverables across the engagement. Additionally, Dr. Daniels will be responsible for ensuring the consistency of the risk methodology in the RAC Workstation software solution. Dr. Daniels is a recognized industry leader who works solely with the Department of Homeland Security and State and local government clients quantifying risk and supporting risk-informed funding allocations.</p>			
Relevant Experience			
<p>Functional Requirements 1, 2, and 3 (Risk Analysis, Threat/Hazard Baseline, Capabilities Assessment/Gap Analysis)</p> <ul style="list-style-type: none"> Dr. Daniels led the DSI analytical team in their development of risk analyses and threat/hazard baselines for over twenty States and Urban Areas nationwide. Dr. Daniels invented the eligibility risk formulas and allocation methodology used in FEMA's Port Security Grant Program and Homeland Security Grant Program. Dr. Daniels invented the survey methodology in the State Preparedness Report Survey tool, currently being used by FEMA to collect state preparedness report information. 			



6.6 Lead Analyst, Adam McCann, Digital Sandbox, Inc., amccann@dsbox.com, (571) 297-3745

Name and Title	Academic Background	Clearance
Adam McCann, Lead Analyst	B.A., International Business, George Washington University, 2004	Secret
Skills and Subject Area Expertise		
<p>Mr. McCann is an experienced risk analyst at Digital Sandbox and will serve as the lead analyst for this engagement. Mr. McCann has over five years of experience in the fields of homeland security and emergency management, providing quantitative analytical support to Federal, State, and local clients. Mr. McCann specializes in database development and predictive analytical methods, including statistical probability, linear regression, and predictive modeling. Prior to joining DSI, Mr. McCann was an analyst for the District of Columbia Homeland Security and Emergency Management Agency.</p>		
Relevant Experience		
<p>Functional Requirements 1, 2, and 3 (Risk Analysis, Threat/Hazard Baseline, Capabilities Assessment/Gap Analysis)</p> <ul style="list-style-type: none"> Mr. McCann provided the analysis for the risk analyses and threat/hazard baselines in the Atlanta Urban Area, Austin Urban Area, Bay Area Urban Area, Dallas/Fort Worth/Arlington Urban Area, and the San Antonio Urban Area. Mr. McCann developed a National Risk Assessment Framework for DHS's Office of Risk Management and Analysis. Mr. McCann assisted with the development of the survey methodology in the State Preparedness Report Survey tool, currently being used by FEMA to collect state preparedness report information. Mr. McCann developed for FEMA a domain model to highlight how components of preparedness interrelate to produce cohesive metrics and innovative analysis that can be utilized in reporting to Congress and the Secretary of Homeland Security. <p>Functional Requirement # 4 (Security Strategic Plan)</p> <ul style="list-style-type: none"> Primary author of the District of Columbia's Homeland Security Strategic Plan. 		

6.7 System Implementation/Training Lead, Jeanne-Marie Thomas, Digital Sandbox, Inc., jthomas@dsbox.com, (571) 297-3769

Name and Title	Academic Background	Clearance
Jeanne-Marie Thomas, Director of Training Development	M.A., English and Technical Writing, George Mason University, 1988 B.S., Psychology, Virginia Commonwealth University, 1976	Secret
Skills and Subject Area Expertise		
<p>As Digital Sandbox's Director of Training Development, Ms. Thomas leads the development and deployment of all risk management software training to our State and local clients. Ms. Thomas has extensive experience delivering risk management solution training at the Federal level. She serves as the primary author for the FEMA National Risk Management Training (NRMT) Program (a national training program designed to teach risk management to State and local stakeholders). Ms. Thomas also authored an introductory risk management training course for members of the Risk Governance/Support and Risk Analytics teams within Department of Homeland Security's Office of Risk Management and Analysis.</p>		
Relevant Experience		
<p>Functional Requirement # 1 (Risk Analysis)</p> <ul style="list-style-type: none"> Ms. Thomas researches, verifies, and develops relevant material for teaching basic and advanced risk management policies and concepts as they apply to the homeland security arena, for the use of web-based courses and hands-on workshops as part of the Federal Emergency Management Agency's National Risk Management Training Program. <p>Deploying Risk Management Software Solutions</p> <ul style="list-style-type: none"> Ms. Thomas has developed and facilitated risk management software training for over ten States and Urban Areas. 		



The City of San Diego and San Diego Urban Area
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Bid Number: 10004857-10-P

7. PRICING PROPOSALS

Please see the Pricing Pages Attachment (Attachment A) for a detailed build-up used to determine our proposed lump sum firm fixed price.

B. PUBLIC AGENCY

State whether said option is granted:

Yes No

C. PRICING PAGE

Fixed Price Lump Sum Total: \$ 398,700.00



8. COST ESTIMATE

For San Diego, DSI proposes a total Firm Fixed Price of \$398,700 (Tables 1 and 2) to deliver the risk management capability and perform the services described within this proposal response. The Firm Fixed Price is inclusive of all charges for packing, handling freight, distribution, and inside delivery of tangible products and resources. The fixed price is inclusive of all fees and costs of operations, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing San Diego, including sub-Consultants.

8.1 Table 1: Staff Hours and Hourly Rates

The table below details the number of staff hours and hourly rates for each professional and administrative staff person who is committed to the project. Labor rates are inclusive of all fringe and overhead costs.

Table 1: Staff hours and hourly rates for each person committed to the project				
Staff Person	Role	Labor Rate	Hours	Total Costs
Jodi Huston	Project Manager	\$ 175.00	240	\$ 42,000
David Daniels, Bob Stephan, Josh Filler	Executive Leadership	\$ 300.00	240	\$ 72,000
Adam McCann, Jeanne-Marie Thomas	Analyst	\$ 120.00	935	\$ 112,200
<i>Sub-Total</i>				\$ 226,200
TOTAL Personnel Hours/Cost			1,415	\$ 226,200

8.2 Table 2: All Other Direct Costs

The table below details all other direct costs, such as software licensing and maintenance fees.

Table 2: All Other Direct Costs	
Cost Component	Total Cost
One Time Perpetual License Fee	
Risk Management System (RAC Workstation Software)	\$ 100,000
<i>Sub-Total</i>	
\$ 100,000	
Annual Maintenance Fee - Year 1	
Risk Management System (RAC Workstation Software)	\$ 18,000
<i>Sub-Total</i>	
\$ 18,000	
Annual Maintenance Fee - Year 2	
Risk Management System (RAC Workstation Software)	\$ 18,000
<i>Sub-Total</i>	
\$ 18,000	
Annual Maintenance Fee - Year 3	
Risk Management System (RAC Workstation Software)	\$ 18,000
<i>Sub-Total</i>	
\$ 18,000	
Travel and Subsistence Expenses	
Travel and Subsistence Expenses	\$ 18,500
<i>Sub-Total</i>	
\$ 18,500	
Materials/Reproduction Costs	
Included	\$0
<i>Sub-Total</i>	
\$ 0	
TOTAL COST	\$ 172,500

8.3 Table 3: Estimated Sub-consultant Services

The \$75,000 in sub-consultant services make up 33% of the total services component (\$226,200) as identified in Table 1.

Table 3: Estimate of sub-consultant services			
Cost Component	Labor Rate	Hours	Total Costs
Risk Analysis			
Executive Leadership	\$ 300.00	25	\$ 7,500
Analyst	\$ 120.00	165	\$ 19,800
<i>Sub-Total</i>			\$ 27,300
Capability Assessment and Gap Analysis Report			
Executive Leadership	\$ 300.00	30	\$ 9,000
Analyst	\$ 120.00	160	\$ 19,200
<i>Sub-Total</i>			\$ 28,200
Urban Area Homeland Security Strategic Plan			
Executive Leadership	\$ 300.00	65	\$ 19,500
<i>Sub-Total</i>			\$ 19,500
Strategic Plan Support and Preparedness Report			
Executive Leadership	\$ 300.00	65	\$ 19,500
<i>Sub-Total</i>			\$ 19,500
TOTAL Personnel Hours/Cost		510	\$ 75,000





9. PROPOSED SCHEDULE

For San Diego, DSI proposes a total estimated Period of Performance of 105 days from the date of actual award to execute the deliverables outlined in the Scope of Work. Additionally, DSI proposes to deliver a perpetual license to our most recently released version of Risk Analysis Center (RAC) Workstation Software which includes three (3) years of software maintenance. RAC Workstation Software utilizes a standard industry database architecture. Maintenance support includes the following: an initial overview of system requirements and architecture, and all major revisions/upgrades to the RAC Workstation software (which includes Release Notes).

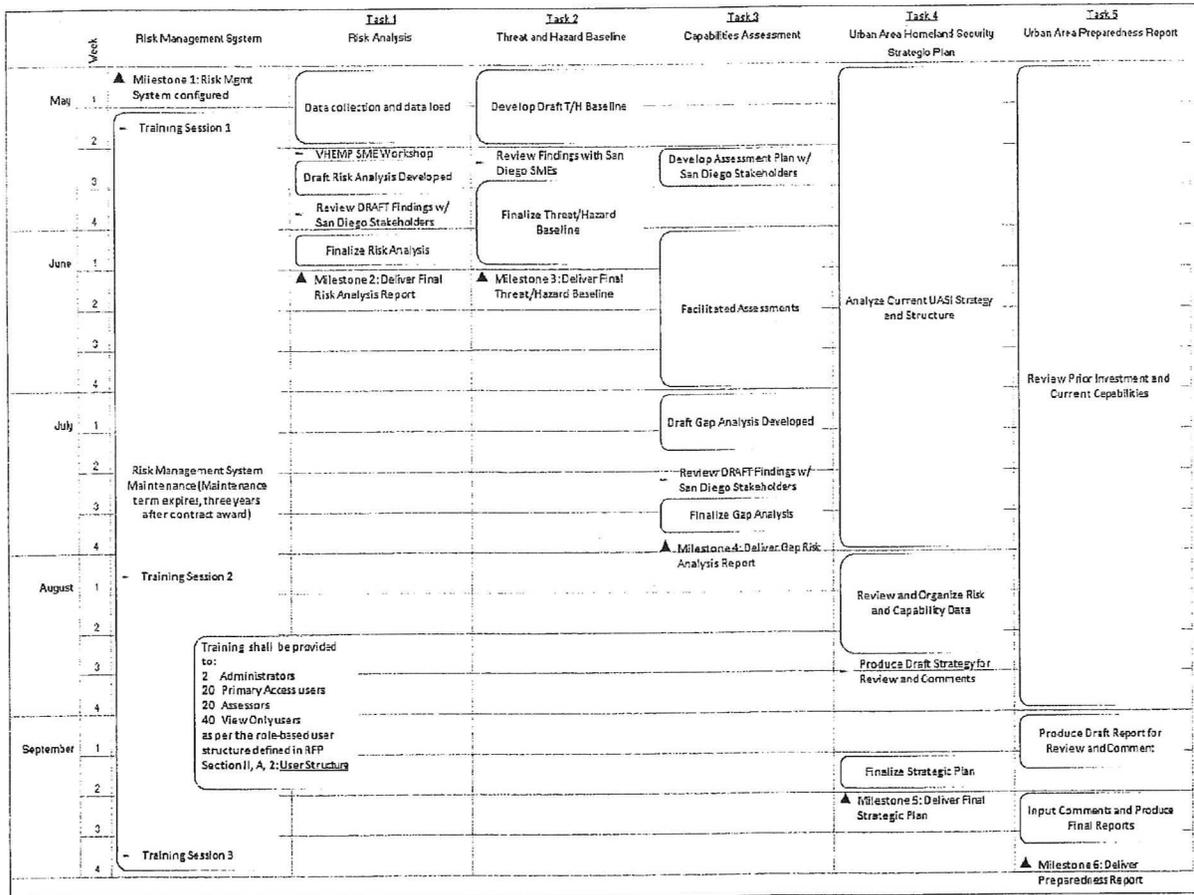


Figure 4: Proposed Project Schedule.

9.1 Proposed Payment Schedule

Below is the proposed payment schedule for this engagement:

- Milestone 1: Risk Management System configured — 30 days from contract award
- Milestone 2: Deliver Final Risk Analysis Report — 15 days from deliverable acceptance
- Milestone 3: Deliver Final Threat/Hazard Baseline — 15 days from deliverable acceptance
- Milestone 4: Deliver Gap Risk Analysis Report — 15 days from deliverable acceptance
- Milestone 5: Deliver Final Strategic Plan — 15 days from deliverable acceptance
- Milestone 6: Deliver Preparedness Report — 15 days from deliverable acceptance





The City of San Diego and San Diego Urban Area
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10. CONFLICT OF INTEREST

Digital Sandbox, Inc., Filler Security Strategies LLC, and Tetra Tech, Inc. are not currently consulting, or engaging to perform services of any kind, for any person or entity that would conflict with the services to be provided to San Diego under this Agreement.

In the event the DSI Team wins this RFP, we agree that we will not act as a consultant to or perform services for any new client that would conflict with the services provided under this Agreement.

The DSI Team shall promptly notify San Diego in the event that any conflict occurs between new client(s) and San Diego when circumstances, reasonably known to us, place San Diego and the new client(s) in adverse, hostile, or incompatible positions wherein the interests of the San Diego may be jeopardized.



11. SAMPLE OF WORK

The DSI Team has elected to display a representative sample of screenshots of our RAC Workstation, and an accompanying report developed using RAC Workstation inputs that was delivered to an Urban Area client. Given the sensitive nature of the information contained in the software and the report, all identifying information has been cleansed from the samples below.

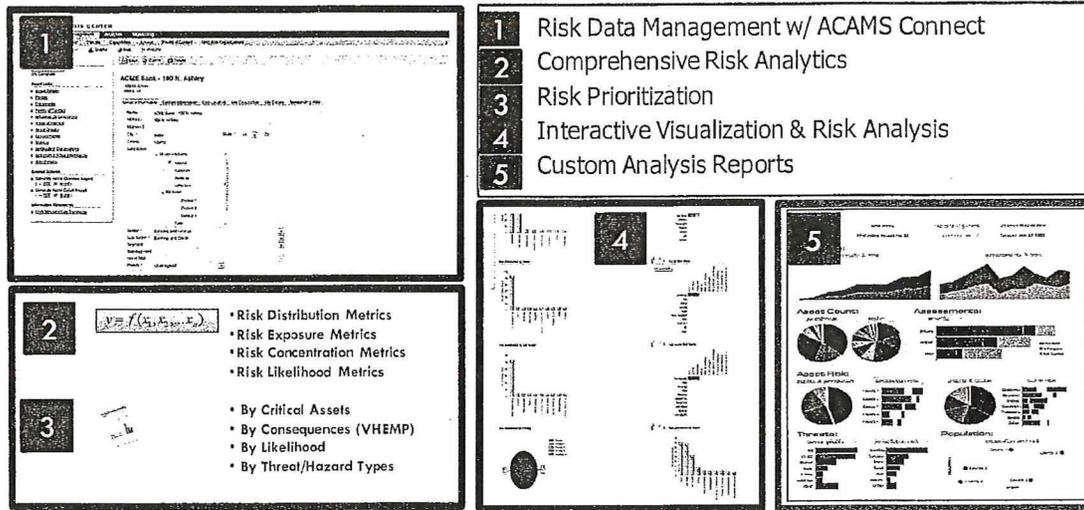


Figure 5: The RAC Workstation’s risk management function is based upon DHS standards and will enable San Diego to collect, prioritize, and assess asset information enabling Sand Diego stakeholders to answer the question “what is my level of risk?”

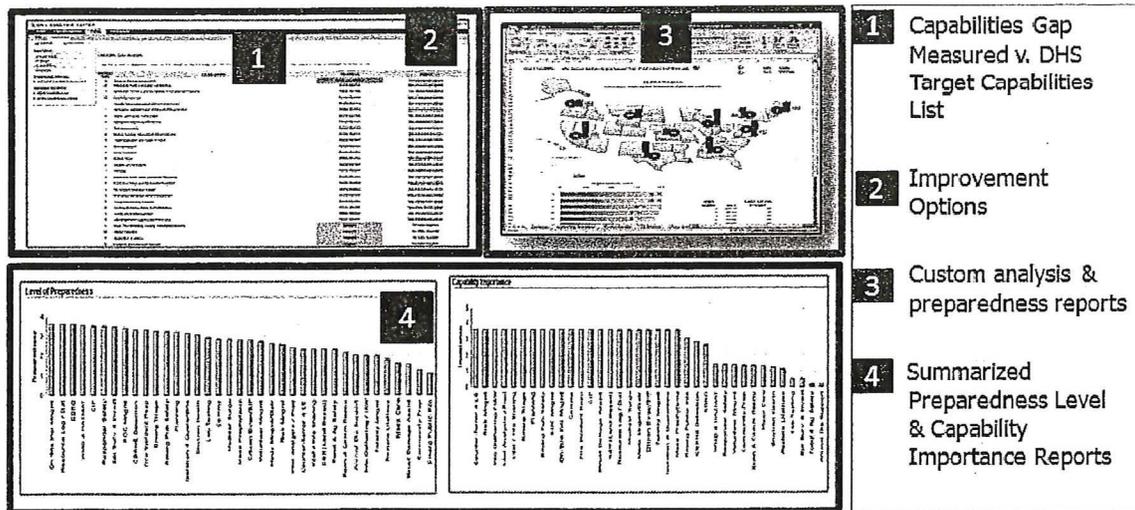


Figure 6: The RAC Workstation’s capability assessment and gap analysis functions will enable San Diego stakeholders to answer the question, “what is my level of preparedness?”

Leveraging RAC Workstation inputs, DSI analysts developed a Risk Analysis document that provided an Urban Area client a baseline understanding of risk and was utilized to facilitate mitigation strategies within the Urban Area. A sanitized version of this document is included herein:



The City of San Diego and San Diego Urban Area
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12. ADDITIONAL SUBMITTALS/FORMS

Digital  Sandbox

8260 Greensboro Drive, Suite 450 • McLean, VA 22102
main 571.297.3800 • fax 703.442.4750 • www.dsbox.com

CONFIDENTIAL | Use or disclosure of Information provided on this sheet
is subject to restrictions on the title page of this proposal.

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, Andrew Hoddick, certify that my company, Digital Sandbox, Inc., has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 3/12/2010

Signature: 

CONSULTANT INFORMATION FORM

CONSULTANT: Digital Sandbox, Inc.

PROPOSAL NUMBER: 10004857-10-P

CONTRACT TITLE: Furnish San Diego with a Risk and Capabilities Analysis,
Security Strategic Plan, Preparedness Report and Risk Management System.

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Brad Fehnel

PHONE NUMBER: One (1) Hour Response or Less 703-673-8979

FAX NUMBER: 703-442-4750

PAGER NUMBER: N/A

CELL PHONE NUMBER: 703-673-8979

EMERGENCY NUMBER: 703-673-8979

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: N/A
(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: Adam Trister

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 0

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: Adam Trister

SIGNATURE: 

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN
WRITING TO THE CONTRACT ADMINISTRATOR.

Proposal No. 10004857-10-P

CONSULTANT INFORMATION FORM

CONSULTANT: Filler Security Strategies, Inc.

PROPOSAL NUMBER: 10004857-10-P

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Joshua Filler

PHONE NUMBER: One (1) Hour Response or Less 202-279-1095 or 202-261-6560

FAX NUMBER: 202-261-6561

PAGER NUMBER: N/A

CELL PHONE NUMBER: 202-279-1095

EMERGENCY NUMBER: 202-279-1095 or 202-518-9535
(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: _____
(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: _____

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: Joshua Filler

SIGNATURE: Josh Filler

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.

CONSULTANT INFORMATION FORM

CONSULTANT: Tetra Tech EM, Inc.

PROPOSAL NUMBER: 1000 4857-10-P

CONTRACT TITLE: Risk and Capabilities Analysis, Security Strategic Plan Preparedness Report and Risk Management System

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Edward Schuessler

PHONE NUMBER: One (1) Hour Response or Less 312-201-7766

FAX NUMBER: 312-201-0031

PAGER NUMBER: NA

CELL PHONE NUMBER: 630-269-4167

EMERGENCY NUMBER: 630-269-4167
(For non working hours including weekends and holidays)

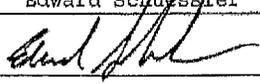
NAME OF ON SITE (WORKING) SUPERVISOR: NA
(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: NA

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: NA

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: Edward Schuessler

SIGNATURE: 

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



The City of San Diego
Purchasing and Contracting Department
Vendor Registration

Vendor ID:

Firm Information

Firm Name:
Firm Address:
City: State: Zip:
Phone: Fax:
Taxpayer ID: Business License:
Website:

Contact Information

Name:
Title:
Email:
Phone: Cell:

Address to Which Bids Should Be Sent (if different from above)

Check here if same from above

Mailing Address:
City: State: Zip:

Contractor Licenses

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Contractor/Vendor Registration Form - Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input type="checkbox"/> Male	or	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female		<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Corporation	
		<input type="checkbox"/> Limited Liability Partnership	
		<input type="checkbox"/> Limited Liability Corporation	
		<input type="checkbox"/> Joint Venture	
		<input type="checkbox"/> Non-Profit	
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency	
		<input type="checkbox"/> Utility	

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

- | |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification:

* SBE

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to 619/236-5904



City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____
[ID Number will be provided by City]

Firm Info:

Firm Name: Filler Security Strategies, Inc

Doing Business As: Same as above

Firm Address: 1250 Connecticut Avenue NW Suite 200

City: Washington State: DC Zip: 20036

Phone: 202-261-6560 Fax: 202-261-6561

Taxpayer ID: 20-3837347 Business License: 03197764

Website: www.fssconsulting.net

Contact Info:

Contact Name: Joshua Filler

Title: President

Email: JFiller@fssconsulting.net

Phone: 202-261-6560 Cell: 202-279-1095

Alternate Address (if different from above) to Receive Remittance:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number: _____ License Type: _____

License Number: _____ License Type: _____

License Number: _____ License Type: _____

Contractor/Vendor Registration Form - Page 2

Firm Name: **Feller Security Strategies, Inc**

Product/Services Description:

Homeland Security Technical assistance, risk assessment and strategic planning services to include finding and identifying justifications for homeland security grants.

Product/Services Information:

NAICS Codes: **541161, 541162, 5411690**

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
		<input type="checkbox"/> Utility

Ethnicity:

Ethnicity: **Caucasian American**

* select one from the following List of Ethnicities:

- AFRICAN AMERICAN
- ASIAN AMERICAN
- CAUCASIAN AMERICAN
- HISPANIC AMERICAN
- NATIVE AMERICAN
- PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification: WBE SBE

* select from the following List of Ownership Classification Codes (select all that apply):

<input type="checkbox"/>	WBE	(Woman Owned Business Enterprise)
<input type="checkbox"/>	OBE	(Other Business Enterprise)
<input type="checkbox"/>	DBE	(Disadvantaged Business Enterprise)
<input type="checkbox"/>	DVBE	(Disabled Veteran Business Enterprise)
<input type="checkbox"/>	SLBE	(Small Local Business Enterprise)
<input type="checkbox"/>	8(a)	(Small Business Administration 8(a) Enterprise)
<input type="checkbox"/>	SDB	(Small Disadvantaged Business Enterprise)
<input type="checkbox"/>	LBE	(Local Business Enterprise)
<input type="checkbox"/>	MLBE	(Micro Local Business Enterprise)
<input checked="" type="checkbox"/>	SBE	(Small Business Enterprise)
<input type="checkbox"/>	MBE	(Minority Business Enterprise)
<input type="checkbox"/>	DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
<input type="checkbox"/>	LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904



The City of San Diego
Purchasing and Contracting Department
Vendor Registration

Vendor ID: 20000 636 **

Firm Information

Firm Name:
Firm Address:
City: State: Zip:
Phone: Fax:
Taxpayer ID: Business License:
Website:

Contact Information

Name:
Title:
Email:
Phone: Cell:

Address to Which Bids Should Be Sent (If different from above)
Check here if same from above

Mailing Address:
City: State: Zip:

Contractor Licenses

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

** The vendor registration for Tetra Tech EM, Inc. is on file with the City of San Diego Purchasing and Contracting Department and was verified on February 22, 2010.

Contractor/Vendor Registration Form - Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*Find list of available NAICS Codes at <http://www.census.gov/spcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input type="checkbox"/> Male	or	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female		<input type="checkbox"/> Partnership
			<input type="checkbox"/> Corporation
			<input type="checkbox"/> Limited Liability Partnership
			<input type="checkbox"/> Limited Liability Corporation
			<input type="checkbox"/> Joint Venture
			<input type="checkbox"/> Non-Profit
			<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
			<input type="checkbox"/> Utility

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

- | |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification:

*select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Metro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DFBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904

WORK FORCE REPORT – Page 2

NAME OF FIRM: Digital Sandbox, Inc. DATE: _____

OFFICE(S) or BRANCH(ES): 8260 Greensboro Dr., Suite 450, McLean, VA COUNTY: Fairfax County

1. 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				2							14	5		
Professional															
A&E, Science, Computer					1							10	4		
Technical															
Sales				1								4			
Administrative Support		1											1		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	1	1	0	1	3	0	0	0	0	0	0	28	10	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees 44

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: Digital Sandbox, Inc. DATE: _____

OFFICE(S) or BRANCH(ES): 8260 Greensboro Dr., Suite 450, McLean, VA COUNTY: Fairfax County

N/A

I. 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

TRADE 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)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

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

Grand Total All Employees

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

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



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
* Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
CONSULTANT CERTIFICATION**

PROPOSAL NUMBER: 1004857-10-P

PROJECT TITLE: Risk and Capabilities Analysis, Security Strategic Plan, Preparedness Report and Risk Management System

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,

Digital Sandbox, Inc.

(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 Sub-Consultant's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: 

PRINTED NAME: Andrew Hoddick

TITLE: Chief Financial Officer

COMPANY NAME: Digital Sandbox, Inc.

ADDRESS: 8260 Greensboro Dr. Suite 450
McLean, VA 22102

TELEPHONE: 571-297-3800 FAX: 703-442-4750

DATE: 3/12/2010

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS

Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 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 Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(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 Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

Risk and Capabilities Analysis, Security Strategic Plan, Preparedness Report and Risk Management System.

B. BIDDER/CONTRACTOR INFORMATION:

Digital Sandbox, Inc.		Digital Sandbox	
Legal Name		DBA	
8260 Greensboro Drive, Suite 450	McLean	VA	22102
Street Address	City	State	Zip
Andrew Hoddick	571-297-3479	703-442-4750	
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: 06 / 10 / 2003 State of incorporation: Delaware

List corporation's current officers: President: Anthony Beverina
Vice Pres: N/A
Secretary: N/A
Treasurer: Anthony Beverina

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.

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 §22.3224:

- (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 Purchasing Agent 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 Purchasing Agent 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).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Andran Hoddick, CFO  3/12/2010
Print Name, Title Signature Date

City of San Diego Purchasing & Contracting Department
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.

N/A

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.

Andrew Heddrick CFO

Print Name, Title

[Handwritten Signature]

Signature

3/12/2010

Date

VI. FORMS

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references where work of a similar size and scope was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: Bay Area UASI Contact Name: Teresa Serrata
Address: 10 Lombard Street, Suite 410 Phone Number: 415-705-8520
San Francisco, CA 94111 Fax Number: _____
Dollar Value of Contract: \$ 561,750 Contract Dates: July 2009 - July 2012
Requirements of Contract: The Bay Area UASI selected Digital Sandbox and Filler Security Strategies to implement a risk management program in the region.

Company Name: Houston Urban Area and City of Houston Contact Name: Cheryl Murray
Address: 900 Bagby Phone Number: 832-393-0929
Houston, TX 77002 Fax Number: 713-267-3039
Dollar Value of Contract: \$ 272,880 Contract Dates: October 2007 - Present
Requirements of Contract: Establish a regional approach to risk management that enables cross-jurisdictional collaborations.

Company Name: Tampa Urban Area and Tampa PD Contact Name: Corporal Doug Pasley
Address: One Police Center Phone Number: 813-276-3480
411 N. Franklin St, Tampa, FL 33062 Fax Number: _____
Dollar Value of Contract: \$ 1,465,000 Contract Dates: July 2003 - Present
Requirements of Contract: Implement a software based risk management program in the urban area.

PROPOSER'S STATEMENT OF SUB-CONSULTANTS

The Proposer is **required** to state below all Sub-Consultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each Sub-Consultant. Failure to provide details of Sub-Consultants may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

Company Name: Filler Security Strategies Contact Name: Josh Filler
Address: 1250 Connecticut Ave., NW Suite 200 Phone Number: 202-261-6560
Washington, DC 20036 Fax Number: 202-261-6561

Percentage of dollars of the sub compared to total contract value: 12 %

What portion of work will be assigned to this Sub-Consultant: FSS will develop the Urban Area Strategic Plan and Urban Urea Preparedness Report.

Company Name: Tetra Tech, Inc. Contact Name: Ed Schuessler
Address: 3475 East Foothill Blvd. Phone Number: 626-351-4664
Pasadena, CA 91107 Fax Number: 626-351-5291

Percentage of dollars of the sub compared to total contract value: 6 %

What portion of work will be assigned to this Sub-Consultant: Tetra Tech, Inc. will support the Risk Analysis, Threat/Hazard Baseline and Capabilities Assessment.

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____

Percentage of dollars of the sub compared to total contract value: _____ %

What portion of work will be assigned to this Sub-Consultant: _____

FedEx Express **US Airbill**
 FedEx Tracking Number **8689 7542 7123**

1 From *Please print and press hard.*
 Date **2-1-10** Sender's FedEx Account Number **2552-7423-6**

Sender's Name **SANDI GARCIA** Phone **(201) 388 9030**

Company **DIGITAL SANDBOX INC**

Address **8260 GREENSBORO DR STE 200**

City **MC LEAN** State **VA** ZIP **22102-3886**

3 To
 Recipient's Name **OFFICE OF THE CITY TREASURER** Phone **(619) 615-1500**

Company **BUSINESS TAX PROGRAM**

Recipient's Address **CIVIC CENTER PLAZA BUILDING**

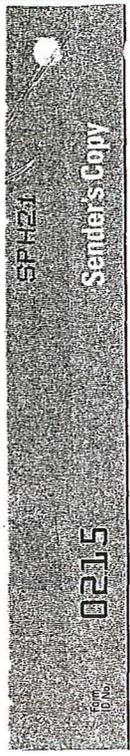
Address **1200 THIRD AVENUE, FIRST FLOOR**

City **SAN DIEGO** State **CA** ZIP **92112-2289**

0378714327



Schedule a pickup at fedex.com
 Simplify your shipping. Manage your account. Access all the tools you need.



4a Express Package Service
 FedEx Priority Overnight
 FedEx Standard Overnight
 FedEx 2Day
 FedEx Express Saver

4b Express Freight Service
 FedEx 1Day Freight
 FedEx 2Day Freight
 FedEx 3Day Freight

5 Packaging
 FedEx Envelope
 FedEx Pak
 FedEx Tube
 FedEx Box
 Other

6 Special Handling
 SATURDAY Delivery
 HOLD Weekday at FedEx Location
 HOLD Saturday at FedEx Location

7 Payment
 Sender Account No. Bill Section 1 with bill
 Recipient
 Third Party
 Credit Card
 Cash/Check

Total Packages
 Total Weight
 Total Declared Value*

8 Residential Delivery Signature Options
 No Signature Required
 Direct Signature
 Indirect Signature

Raw Data: 1086Prt #1827P-C194-2005 FedEx-PRINTED IN U.S.A.-SRS

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Digital Sandbox
Risk Optimized Solutions
Master License Agreement

This Master License Agreement ("Agreement") is made as of the 7th day of July, 2010 (the "Effective Date") by and between Digital Sandbox, Inc., a Delaware corporation ("Digital Sandbox") with offices located at 8260 Greensboro Drive, Suite 450, McLean, Virginia 22102 and the "Customer" (as identified below).

WHEREAS, Digital Sandbox develops and licenses certain technology (the "Licensed Software") for use and access by a Customer and its Registered Users;

WHEREAS, Digital Sandbox offers subscription based maintenance and support services to support the Licensed Software (the "Support Services");

WHEREAS, in addition, Digital Sandbox offers value added consulting services to provide customized analysis and reporting capabilities (such consulting services referred hereto as the "Analysis Services," and any such resulting reports are referred to herein as the "Customized Reports");

WHEREAS, as more particularly described on an Order Form, Customer desires to license the Licensed Software from Digital Sandbox and/or procure the Support Services, the Analysis Services or the Customized Reports (collectively, the "Services").

WHEREAS, Digital Sandbox is willing to license the Licensed Software to Customer and perform the Services, as the case may be, under the terms and conditions in this Agreement.

This Agreement consists of this cover page (the "Cover Page") and the attached Terms and Conditions and all exhibits and schedules attached hereto, and any Order Form executed during the Term, which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

Executed as a binding Agreement by Digital Sandbox

By (Authorized Signature):	
Date:	July 7, 2010
Print Name:	Andrew Hoddick
Title:	CFO

Executed as a binding Agreement by Customer:

Customer:	City of San Diego
By (Authorized Signature):	
Date:	JULY 7, 2010
Print Name:	DONNA FULLER
Title:	PROGRAM MANAGER, OHS
Street Address:	1250 6TH AVENUE, SUITE 1000A
City, State, Zip:	SAN DIEGO, CA 92101
Postal Code, Country:	US
Phone:	619-533-6763 ; 619-890-9672 e.

Master Services Agreement
Terms & Conditions

1 Scope of Agreement Definitions. This Agreement covers the (i) license and permitted use of the Licensed Software, (ii) purchase of Support Services associated with the Software; and (iii) purchase of Analysis Services and the associated Customized Reports pursuant to the terms and conditions contained in a separately executed Order Form. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1 "Analysis Services" shall mean the professional consulting services provided by Digital Sandbox upon request of Customer to further manipulate, interpret and organize the output from Digital Sandbox's Licensed Software, and similar tools of Digital Sandbox to the extent mutually agreed upon in writing by the parties and in a form substantially similar to the form order form attached hereto as Exhibit A (each a "Order Form").

1.2 "Customer Data" shall mean any information concerning the Customer's assets, infrastructure, systems, software, hardware, including capabilities and limitations thereof that Customer inputs, directly or through any agent or contractor, into the Licensed Software.

1.3 "Documentation" shall mean the Licensed Software user and administration manual(s), software-enabled help files, advice available from Digital Sandbox online and technical documentation of the Analysis Services.

1.4 "Licensed Software" means the object code of the Digital Sandbox products. The Licensed Software also includes, to the extent the Customer has subscribed to and paid for the Support Services, any upgrades, modifications, new versions, maintenance releases and patches of and for the Licensed Software.

1.5 "Order Form" means the form by which the Customer can order the Licensed Software and/or the Services under this Agreement, a form of which is attached hereto as Exhibit A.

1.6 "Pre-Existing Materials" shall mean any and all materials, information, inventions, methods, procedures, technology and know-how owned or developed by Digital Sandbox prior to the Effective Date.

1.7 "Registered Users" are employees or consultants of Customer who are authorized by the Customer to use the Licensed Software strictly in accordance with the terms and conditions of this Agreement and employees or consultants of the San Diego Urban Area Regional Terrorism Threat Assessment Center, the County of San Diego and the eighteen municipalities that comprise the San Diego Urban Area.

1.8 "Services" means the Analysis Services and/or the Support Services.

1.9 "Warranty Period" means ninety (90) days from the date the License Software is delivered to Customer.

2 License Grant

2.1 Subject to the terms and conditions of this License Agreement and in consideration for the payment of the applicable fees described in the Order Form, Digital Sandbox hereby grants to Customer (and each of its Administrators and Registered Users) a limited, non-exclusive, non transferable license (the "License") to use and install the Licensed Software for Customer's internal business purposes in accordance with the Documentation, as well as the right to use any and all Documentation. Customer will provide access to the Licensed Software only to its authorized Registered Users during the Term and only up to the number of Registered Users ordered and paid for by Customer under an Order Form.

2.2 This Agreement and the license grant does not extend to any parent, subsidiary or affiliate companies, government entities, agencies or the like of Customer unless otherwise agreed in writing.

3 Licensed Software Restrictions.

3.1. Customer and Registered Users may not access, distribute or use the Licensed Software except as expressly permitted under this Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution, directly or indirectly, of any portion of the Licensed Software is expressly prohibited. Furthermore, Customer and Registered Users shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this Agreement; (b) store any Licensed

Software in any information storage and retrieval system which provides access to persons not authorized by this Agreement or provides concurrent usage by more end users than those authorized by this Agreement; (c) rent, sublicense, lease, or assign any right to use Licensed Software to any person other than Customer itself or its authorized Registered Users; (d) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Licensed Software, or in any other way alter, translate, modify, or adapt the Licensed Software; or (e) make use of the Internet or an Intranet to provide access to the Licensed Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Agreement. Any access to or use of the Licensed Software (or any part thereof) by persons or other users who are not authorized by Customer and this Agreement is specifically prohibited. Unless otherwise provided for in the Order Form and within Customer's then current Maintenance and Support Agreement, if any, this Agreement shall not entitle the Customer to any future versions, revisions or future features of the Licensed Software. Upon termination of this Agreement (if the term of the license is periodic) or upon revocation of the License, after notice of breach and failure to cure such breach, Customer agrees to immediately return the Licensed Software to Digital Sandbox and destroy all copies of the Licensed Software and Documentation, including erasure of all electronic forms found on any computer or hardware device. Customer is responsible for all use of any the Licensed Software and for compliance with this Agreement and any applicable third party software license agreement.

Unless otherwise expressly stated herein, this Agreement does not transfer to Customer any title or any ownership right or interest in any Licensed Software, the Documentation, the Customized Reports or in any intellectual property rights therein. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

3.2 Subject to the license granted in Section 2, Digital Sandbox reserves all rights that are not expressly granted in this Agreement with respect to the Licensed Software, the Customized Reports and the Pre-Existing Work and all intellectual property rights associated with the Licensed Software, the Customized Reports and the Pre-Existing Work. Customer acknowledges that the foregoing licenses are strictly non-exclusive and that Digital Sandbox may use the Licensed Software, the Customized Reports and its Pre-Existing Work for any purpose in Digital Sandbox's discretion. Digital Sandbox and its suppliers are the sole owners of the Licensed Software, the Customized Reports and the Pre-Existing Work, including any new features or functions developed during the Term. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement. Digital Sandbox reserves all rights not expressly granted.

4 Maintenance and Support.

4.1 Maintenance and Support. Customer may subscribe for Digital Sandbox's maintenance and support services by indicating as such on an Order Form and paying the annual subscription fee associated therewith. The maintenance and support services are described on Exhibit B attached hereto (the "Support Services"). Customer will identify through the Digital Sandbox registration process the person identified as the Customer's authorized support contact (the "Administrator"). Unless otherwise indicated on the Order Form, Digital Sandbox will provide the Support Services to Customer's Administrator(s). Unless otherwise indicated in an Order Form, the term of the Support Services shall be twelve months that commences on the Effective Date of this Agreement, and shall automatically renew for subsequent twelve month periods, unless and until either party provides the other with at least ninety (90) days written notice prior the expiration of the then-current term.

4.2 Digital Sandbox may cease providing Support Services if Customer fails to renew Support Services for additional term(s). If Customer ends the Support Services either by non-payment or by notification to Digital Sandbox, and if Customer should subsequently seek maintenance, new updates, features, etc., Customer will be required to pay the then current reinstatement fee as a condition for restoration of Support Services.

5 Customer Responsibilities.

Customer is responsible for all activities that occur in Registered User accounts and for Registered Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Licensed Software, and notify Digital Sandbox promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service. Customer is responsible for all use of the Licensed Software and for compliance with this Agreement and

any applicable third party software license agreement. Additionally, in connection with the Services performed by Digital Sandbox under this Agreement, the Customer will:

5.1 Provide Digital Sandbox with access to Customer's designated on-site supervisor and technical resources for the Services for the duration of this Agreement.

5.2 Provide a description of the target computing environment inventory and provide access to all operating systems and network and computing environments necessary to complete the Services. Such access shall include user accounts, system administrators and other areas as deemed necessary by Digital Sandbox.

5.3 Provide access to any computer(s) requiring troubleshooting as selected or deemed necessary by Digital Sandbox.

5.4 Provide licensed copies of all software products, including any hardware products, to be installed, implemented or used by Digital Sandbox hereunder. Payment for, license, use and operation of all such products are the sole responsibility of Customer. Customer may request that Digital Sandbox acquire such licensed software and hardware products and, in such event shall reimburse Digital Sandbox at cost with no markup for such hardware and/or software products.

5.5 Provide a suitable test environment that is representative of server or workstation mix and platforms.

5.6 Ensure version compatibility with software to be installed, implemented or otherwise used.

5.7 Back up its environment and perform maintenance before implementation begins on targeted servers.

6 Analysis Services; Customized Reports; Proprietary Rights

6.1 Analysis Services. From time to time, the parties may agree in an Order Form that Digital Sandbox perform certain Analysis Services and deliver certain Customized Reports by executing an Order Form, the form of which is attached hereto as Exhibit A. Customer shall supply to Digital Sandbox such other information and data as Digital Sandbox shall reasonably require to carry out the Analysis Services and deliver the Customized Reports, if any.

6.2 Ownership of Customized Reports. The parties agree and understand that the form, arrangement, presentation and methods used to analyze the Customer Data within the Customized Reports has been developed and refined by Digital Sandbox prior to the Effective Date and such form of Customized Reports and the methodologies underlying the Customized Reports are the valuable intellectual property of Digital Sandbox. Accordingly, all Customized Reports delivered to Customer under this Agreement shall remain the intellectual property of Digital Sandbox, and, subject to the terms and conditions of this Agreement and upon payment of the fees set forth in the Order Form, Customer is hereby granted a limited, non-exclusive, non-transferable, non-sublicensable right to use and view the Customized Reports identified in the applicable Order Form. Under no circumstances may Customer share any Customized Reports with any third party without the express prior written consent of Digital Sandbox. All rights in the Customized Reports (and related intellectual property rights) remain in and/or, if necessary, are hereby assigned to Digital Sandbox; provided however, that Customer shall retain ownership of any information or property provided by Customer, including the Customer Data, that may be incorporated into the Customized Reports and Digital Sandbox shall have no ownership rights in such information or property.

6.3 Nothing in this Agreement shall preclude Digital Sandbox from developing for itself, or for others, materials which are competitive with those produced as a result of the Analysis Services or a Customized Report provided hereunder, irrespective of their similarity to materials which may be delivered to Customer pursuant to this Agreement or any Order Form. In addition, nothing in this Agreement shall preclude Digital Sandbox from using any general consulting, data processing, software, principles, concepts, ideas, skills, tools, methodologies or other knowledge that Digital Sandbox may acquire during the course of providing the Analysis Services hereunder or in preparing a Customized Report, provided that Digital Sandbox shall not disclose any Customer Data or any of the Customer's proprietary, confidential and trade secret information.

6.4 All copyrights, patents, trade secrets, or other intellectual property rights associated with ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Digital Sandbox or its personnel prior to commencement of Analysis Services and during the term of an Order Form hereunder shall remain the exclusive property of Digital Sandbox. Digital Sandbox shall at all times retain ownership of its Pre-Existing materials and proprietary methodologies used in the delivery of the Analysis Services including, but not limited to:

descriptions of its methodologies, strategies and practices; skills; concepts; designs; processes; and project tools. Customer acknowledges that the foregoing items along with the Customized Reports shall be considered confidential information of Digital Sandbox.

7 Order Form.

During the Term, Customer may license the Licensed Software or request Digital Sandbox to perform the Support Service and/or the Analysis Services, and Digital Sandbox agrees to license such Licensed Software and perform such Services under the terms of this Agreement pursuant to one or more standard Order Forms. The Order Form shall contain the price, description and type of Licensed Software, the number of Administrators, the Analysis Services and/or Support Services to be provided to Customer, if any, and/or number of authorized Registered Users that are permitted to access and use the Licensed Software and Services and signed by both parties to this Agreement. This Agreement may accommodate multiple Order Forms and each Order Form shall be incorporated into and become a part of this Agreement upon acceptance by Digital Sandbox and Customer. The duration and type of License provided to Customer and any associated fees or charges shall also be identified on the Order Form.

8 Terms of Payment.

8.1 Customer agrees to pay the fees set forth on Exhibit A for the Licensed Software and/or Services ordered on an Order Form. Digital Sandbox shall provide the Analysis Services to Customer at the rates set forth on Exhibit A. Digital Sandbox will issue an invoice for all fees due under this Agreement on a monthly basis in arrears, or where indicated annually in advance, unless otherwise specified in an Order Form. Customer agrees to pay undisputed invoices within 30 days after receipt of Digital Sandbox's invoice, unless otherwise specified in an Order Form.

8.2 Digital Sandbox shall provide the Analysis Services to Customer at the rates set forth on Exhibit A. Additionally, Customer shall pay Digital Sandbox's its out of pocket costs (including travel and lodging where applicable), materials, and expenses reasonably incurred in providing the Analysis Services or any on-site installation, support and/or other services, unless otherwise specified in an Order Form.

8.3 The Support Services annual fee shall be due and payable to Digital Sandbox at least thirty (30) days prior to the anniversary of the Effective Date. The Support Services Annual Fee for subsequent years (after initial year) will be set at eighteen percent (18%) of the then current list price of the Licensed Software licensed under this Agreement. Digital Sandbox may change the annual fee or the basis on which it is calculated by providing at least thirty (30) days prior notice.

8.4 With respect to any past due payments not in dispute, Digital Sandbox reserves the right to charge Customer, and if assessed, Customer agrees to pay, a late fee equal to the lesser of one percent (1%) or the greatest amount permitted by law for each month or partial month such undisputed amount remains outstanding.

9 Confidentiality

9.1 As used herein "Confidential Information" means the terms and conditions of this Agreement, any non-public information, technical data or know-how of a party, which is furnished by one party to the other party in written or tangible form in connection with this Agreement and marked as "Confidential" including the Customer Data or if given orally, is summarized in a writing provided to the other party within 30 days, or is otherwise obtained by a party, and if not marked, otherwise should reasonably be understood by its nature to be Confidential Information. Notwithstanding the foregoing, each party may disclose this Agreement and its terms, in confidence, to its officers, directors, accountants, attorneys, advisors, and actual and potential investors, acquirers and/or financing sources on a need-to-know basis subject to execution by any of the foregoing of a confidentiality agreement with terms substantially similar to those contained in this Section 9. Notwithstanding the foregoing and regardless if the following are marked as confidential or not, the Licensed Software, the Pre-Existing Materials and the Customized Reports shall be the Confidential Information of Digital Sandbox.

9.2 Neither party will use the other's Confidential Information except as authorized herein and each party will maintain in confidence the other party's Confidential Information. Each party will implement measures to protect Confidential Information that are no less restrictive than those used to protect its own confidential materials and in any case are reasonable measures. Each party retains the sole and exclusive ownership of all information and materials provided by it to the other party hereunder. For the avoidance of doubt, Customer is the sole and exclusive owner of all Customer Data and Registered User data (including, personally identifiable user data) ("User Data") collected hereunder and such Customer Data and User Data shall be deemed Confidential Information of Customer.

Upon termination of this Agreement, all copies of any Confidential Information in a party's possession shall be returned to the disclosing party.

9.3 Notwithstanding the foregoing, "Confidential Information" does not include information which is: (i) already, at the time of disclosure by the other party, lawfully in the possession of the receiving party; (ii) independently developed by the receiving party without access to the Confidential Information of the other party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under an obligation to keep such information confidential; (v) approved for release by written agreement of the disclosing party; or (vi) disclosed to the public pursuant to the requirements of law, regulation or court order. For the avoidance of any doubt, Confidential Information does not include any knowledge concerning the operation or vulnerabilities of an asset, system, hardware or software that Digital Sandbox may acquire during the Term or of any present or potential threat to any of the foregoing that Digital Sandbox learns or acquires during the Term.

9.4 The parties agree that either party shall be permitted to promote Customer's use of the Licensed Software and/or any other Services in general terms as part of press releases, on such party's website and general advertising or in any other publicity matters.

9.5 Notwithstanding the foregoing, Customer agrees that Digital Sandbox may use certain generic, non-specific Customer information that Digital Sandbox compiles as a result of the Services under this Agreement for the purpose of preparing and distributing statistical reports relative to security trends and data patterns so long as any such use in no way identifies the Customer or any Customer Data.

10 Warranty

10.1 Digital Sandbox will render all Services in a professional manner in accordance with generally accepted industry standards. Digital Sandbox warrants that the Licensed Software will perform substantially in accordance with the Documentation during the Warranty Period. Digital Sandbox shall correct material Documentation errors by including such correction in its next release of such Documentation. To the best knowledge of Digital Sandbox, the Licensed Software does not contain viruses, trojan horses, worms, time bombs or cancel bots.

10.2 Digital Sandbox's warranty will be void if any failure has resulted from unauthorized modification, misuse, accident, abuse, or misapplication of the Licensed Software by any party other than Digital Sandbox.

10.3 DIGITAL SANDBOX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED SOFTWARE, THE PRE-EXISTING WORKS, THE CUSTOMIZED REPORTS, THE SERVICES AND THE DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LICENSED SOFTWARE, THE SERVICES AND THE CUSTOMIZED REPORTS ARE DESIGNED TO BE TOOLS TO ASSIST IT IN EVALUATING VULNERABILITIES, THREATS AND RISKS TO ITS ASSETS, INFRASTRUCTURE AND SYSTEMS. DIGITAL SANDBOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS OR COMPLETENESS OF ANY OF THE CUSTOMIZED REPORTS, THE SERVICES OR ANY DATA GENERATED BY THE LICENSED SOFTWARE, OR THAT LICENSED SOFTWARE, THE SERVICES OR THE CUSTOMIZED REPORTS WILL OPERATE ERROR FREE OR UNINTERRUPTED OR WILL ACCURATELY PREDICT OR IDENTIFY ALL VULNERABILITIES, THREATS OR THE RISK EXPOSURE OF CUSTOMER'S ASSETS, INFRASTRUCTURE OR SYSTEMS OR PROPERLY CHARACTERIZE THE SEVERITY OF SUCH VULNERABILITY, THREAT OR RISK. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE LICENSED SOFTWARE OR THE INFORMATION CONTAINED IN A CUSTOMIZED REPORT, AND FOR ANY RELIANCE THEREON. CUSTOMER AGREES TO BACKUP ALL DATA RESIDING ON ITS SYSTEMS.

11 Indemnification

11.1 Digital Sandbox shall indemnify, defend and hold harmless Customer and Customer's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, based upon or alleging that (i) Customer's authorized use of the Services or the Licensed Software provided by Digital Sandbox in accordance with the Documentation violates, infringes or

misappropriates any United States patent, copyright, trademark or trade secret; and/or (ii) the gross negligence or willful misconduct of Digital Sandbox, but only to the extent of such gross negligence or willful misconduct. As a condition precedent to the foregoing indemnification obligations, Customer agrees to notify Digital Sandbox of any such claim promptly in writing, tender the defense to Digital Sandbox and to allow Digital Sandbox to manage, control, and/or settle such proceedings. Customer agrees to cooperate fully, at Digital Sandbox's sole cost and expense, with Digital Sandbox during such proceedings.

11.2 In the event of an infringement claim or should Digital Sandbox have reasonable concerns about infringement or potential infringement, at Digital Sandbox's option, it may replace, in whole or in part, the Licensed Software with a substantially compatible and functionally equivalent computer program(s), modify the Licensed Software to avoid the infringement without substantially compromising the functionality of the Licensed Software and/or obtain such license(s) as it deems appropriate so long as any such license provides Customer, at a minimum, with substantially the same functionality as provided herein. Customer agrees to promptly install any such replacement version and discontinue use of the superseded versions.

11.3 Digital Sandbox will have no obligation for any claim of infringement to the extent that it results from modifications to the Licensed Software or the Customized Reports made other than by Digital Sandbox or because of Customer's failure to use updated or modified Licensed Software or Customized Reports provided by Digital Sandbox to avoid a claim of infringement or misappropriation.

11.4 THE PROVISIONS OF THIS SECTION 11 SET FORTH DIGITAL SANDBOX'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

11.5 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Digital Sandbox and Digital Sandbox's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, incurred in connection with any unauthorized use by Customer or a Registered User of the Licensed Software; provided, that Digital Sandbox (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Digital Sandbox of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

12 Limitations

12.1 SUBJECT TO SECTION 12.2, EXCLUDING LIABILITIES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 AND ANY LIABILITIES ARISING FROM CUSTOMER'S BREACH OF SECTION 2 AND SECTION 3 (LICENSE GRANT AND LICENSED SOFTWARE RESTRICTIONS), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE USE OF THE LICENSED SOFTWARE, EXCEED THE AMOUNT OF FEES PAID TO DIGITAL SANDBOX UNDER THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE OCCURRENCE OF SUCH ACT OR OMISSION.

12.2 Exclusion of Other Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

13 Term and Termination

13.1 This Agreement shall have an initial term of one (1) year (the "Term"), and may be thereafter be renewed upon the mutual agreement of the Parties, provided that the license grant contained in Section 2 shall be perpetual so

long as Customer continuously comply with Section 3 and Section 9. The term of the Support Services or Services shall be determined by Customer's purchase of and payment for such Support Services and/or Services.

13.2 Either party shall have the right to terminate this Agreement or an Order Form and the license granted herein upon thirty (30) calendar days' written notice in the event that the other party materially breaches this Agreement and the breach remains uncured upon the expiration of the thirty (30) day period after written notice from the non-breaching party specifying the breach of this Agreement. Either party may terminate this Agreement immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

13.3 Upon termination of this Agreement, all obligations to provide the Services shall cease. Upon termination, Customer agrees to immediately cease using the Licensed Software and return all copies of the Licensed Software and the Documentation, including erasure of all electronic forms found on any computer or hardware device. Termination shall not affect existing obligations of Customer regarding payment of monies then due. The following Sections shall survive termination of this Agreement: 1, 3, 5, 6, 8, 9, 10, 11, 12, 13 and 14, together with any outstanding payment obligations of Customer.

14 Miscellaneous

14.1 Entire Agreement. This Agreement is the complete and exclusive agreement between Customer and Digital Sandbox, superseding all other prior arrangements, understandings, practices, communications and agreements between the parties relating to this subject matter. The Parties agree that, to the extent any Customer purchase or sales order contains terms or conditions that conflict with, or supplement, this Agreement, such terms and conditions shall be void and have no effect, and the provisions of this Agreement shall control.

14.2 Federal Government End Use Provisions. Digital Sandbox provides the Licensed Software, including related Licensed Software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Licensed Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Digital Sandbox to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14.3 Amendment and Modification. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in writing, signed by Customer and Digital Sandbox.

14.4 Governing Law; Severability. This Agreement and the relationship of the parties shall be governed by and construed in accordance with the laws of Commonwealth of Virginia without regard to its choice of law or conflict of law provisions. Digital Sandbox and Customer agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect.

14.5 Relationship of the Parties. Digital Sandbox is an independent contractor, and no party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. Digital Sandbox and its employees shall not be entitled to any of Customer's benefits, including: (a) income tax withholding; (b) 401(k) or other retirement benefits; or (c) employee stock purchase or stock option plans.

14.6 Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver.

14.7 Assignment. Either party may assign this Agreement in the event of a merger, acquisition or sale of all or substantially of all of a party's assets, so long as any such transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement. Digital Sandbox may assign this agreement to any company which acquires

all or any substantial portion of its assets. Unless otherwise permitted in this Section 14.7, neither party shall assign or otherwise transfer this Agreement in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, as applicable, their permitted respective heirs, executors, administrators, representatives, successors and assigns.

14.8 Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to: an act of God; an act of war; a riot; an epidemic, fire, flood or other disaster; an act of government; and a strike or lockout.

14.9 Equitable Relief. Each party acknowledges that all provisions of this Agreement relating to the Licensed Software or the Analysis Services, or restrictions on Customer's use thereof or to a party's intellectual property rights or a party's nondisclosure obligations are such that breach by one party would cause the other immediate and irreparable harm. Accordingly, in case of any such breach by a party, in addition to such other relief as may be available, the other party shall be entitled to temporary, preliminary and final injunctive relief in a court of law.

14.10 Notices. All notices and demands (collectively, a "Notice") between the parties shall be in writing and shall be deemed effective: (i) upon delivery in person; (ii) three days after mailing by registered or certified mail, return receipt requested; (iii) the next day after shipment by overnight courier service, return receipt requested; or (iv) upon delivery within the United States by email or facsimile, provided that written confirmation by one of the other delivery methods specified herein follows promptly thereafter.

14.11 Records. During the term of this Agreement and for one (1) year thereafter, each party shall maintain complete and accurate records of its use of the Licensed Software, and Digital Sandbox or its authorized representative may, upon reasonable notice, but in no event more than once per calendar year, audit and review such records or perform such other inspection procedures as reasonably necessary to confirm Customer's compliance with the terms and conditions of this Agreement. If such audit reveals that Customer is using the Licensed Software with more than the number of authorized Registered Users, without limiting any of Digital Sandbox's other remedies, Customer shall promptly pay Digital Sandbox the then-current fee for such use.

14.12 Insurance. Each party shall maintain customary amounts of insurance against losses and damages to persons or property proximately caused by the negligence or willful misconduct of such party in performing the services under this Agreement, including workers' compensation, public liability, professional, property damage, and automobile liability insurance. Upon the written request of one party to the other, such party will produce a certificate of insurance demonstrating such coverage

Exhibit A

Order Form

THIS ORDER FORM ("Order Form") is hereby entered into as of July 7, 2010 between Digital Sandbox, a Delaware corporation having its principal place of business at 8260 Greensboro Drive, McLean, VA 22102 ("Digital Sandbox") and [Customer] the City of San Diego having its principal place of business at 1200 3rd Ave., Suite 200, San Diego, CA 91201 (the "Customer"). This Order Form is entered into by the parties in accordance with the parties' Master Subscription Agreement, incorporated herein by reference.

Terms not otherwise defined in this Order Form shall have the meanings defined in the Master Subscription Agreement. In the event of any conflict between the terms of this Order Form and the Agreement, the terms in this Order Form shall govern.

Initiation/Set Up Fee: Included

License Fee: \$100,000

Registered Users	Annual Per User Fee	Term	Billing Start Date	Billing Frequency	Payment Terms
Unlimited	N/A	Perpetual Software License	30 days from contract award	1 Time	Net 30

Administrators: TBD by Customer

Training: Included

- Three On-Site Training Sessions (one day per session)

Analysis Services: \$226,200

- **Schedule:**
 - Risk Analysis Report: \$71,500 (billed 15 days from deliverable acceptance)
 - Threat and Hazard Baseline: \$50,750 (billed 15 days from deliverable acceptance)
 - Capability Assessment and Gap Risk Analysis Report: \$53,750 (billed 15 days from deliverable acceptance)
 - Urban Area Homeland Security Strategic Plan: \$24,200 (billed 15 days from deliverable acceptance)
 - Urban Area Preparedness Report: \$26,000 (billed 15 days from deliverable acceptance)
- **Schedule for Performance of the Services.** The estimated duration of the Analysis Services is 150 days. The Analysis Services are scheduled for performance from July 7, 2010 to December 3, 2010. Unless otherwise specified, all onsite Analysis Services will be performed at Digital Sandbox's facilities located in McLean, VA.
- **Project Management.** Each party shall appoint a project coordinator who shall have day-to-day responsibility and authority for overseeing and coordinating the activities contemplated herein, including scheduling and presiding over meetings, design/review approval sessions, providing needed information and coordinating staff.
- **Change Control.** The tasks and deliverables listed above describe in reasonable detail the complete scope of the project as understood by Digital Sandbox. The scope shall not be changed without Digital Sandbox's approval and an appropriate adjustment to the price and other applicable terms. Either party may request a Change Order which must be signed by both parties prior to the change being incorporated into the project.

Travel: \$18,500

- Travel will be billed 30 days from travel completion at no cost markup.

Maintenance:

- Year 1 : \$18,000 (billed 30 days from contract award)
- Year 2 : \$18,000 (billed 365 days from contract award)
- Year 3: \$18,000 (billed 730 days from contract award)

Terms of Service:

- Except as modified in this Order Form, all Services will be provided to Customer pursuant to the Master Subscription Agreement.

Ongoing Consulting Services:

- Year 1: \$255,763 (billed 151 days from contract award)
 - Two facilitated assessment sessions
 - Six comprehensive risk reports
 - Two CIKR Benchmark reports
 - One onsite training session, two webinar training sessions
 - Strategic Planning Support
 - 192 hours per year of analyst hours
- Year 2: \$255,763 (billed one (1) year + 151 days from contract award)
 - Two facilitated assessment sessions
 - Six comprehensive risk reports
 - Two CIKR Benchmark reports
 - One onsite training session, two webinar training sessions
 - Strategic Planning Support
 - 192 hours per year of analyst services
- Year 3: \$255,763 (billed two (2) years + 151 days from contract award)
 - Two facilitated assessment sessions
 - Six comprehensive risk reports
 - Two CIKR Benchmark reports
 - One onsite training session, two webinar training sessions
 - Strategic Planning Support
 - 192 hours per year of analyst services

Miscellaneous. Customer shall make reasonable efforts to maintain a stable scope of work and shall provide timely feedback. The task release provides no hardware, hardware maintenance, software, or software maintenance for such systems that reside at Customer owned or operated locations. Customer will, at its expense, arrange for maintenance of all such computer systems, system software and applications. This Order Form is "Confidential Information" as such term is defined in the Subscription Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties have caused this ORDER FORM, to be executed by their authorized representatives on the date first set forth above.

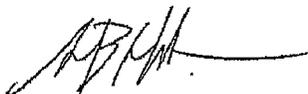
Digital Sandbox	Customer
By: 	By: 
Print Name: Andrew Hoddick	Print Name: DONNA FULLER
Title: CFO	Title: PROGRAM MANAGER, OAS

Exhibit B

Hosted Services

This Hosted Services Exhibit adopts and incorporates by reference the terms and conditions of the Master Subscription Agreement ("Agreement") between Digital Sandbox ("Digital Sandbox") and ("Customer"). This Exhibit B describes the Hosted Services Digital Sandbox will provide to Customer for an initial term of three (3) years provided Customer has or will pay the agreed upon Hosted Services fees set forth in the applicable Order Form. This Exhibit B is effective beginning on July 7, 2010 and will renew automatically for subsequent one-year periods unless either party notifies the other of its intention not to renew by providing the other party at least ninety (90) days written notice prior to the expiration of the then-current term. Capitalized terms not otherwise defined in this Exhibit B shall have the meaning given such terms in the Agreement.

1. **Hosted Services.** Digital Sandbox will provide Customer with the following Hosted Services to enable the Customer and its Registered Users to access and use the Licensed Software in accordance with the Agreement: (i) access to a web portal or the Portal with password protected access to Digital Sandbox's back end managed data center environment; (ii) servers and software that are configured to run the Licensed Software and any applicable deliverable resulting from the Analysis Services, (iii) networking equipment required in support Customer's rights set forth in Section 2 of the Agreement, (iv) bandwidth from the hosted site to the Internet, and (v) system management operations, including system monitoring and maintenance.

2. **Hosting Availability.** Digital Sandbox will ensure the Licensed Software is available to the Internet for use by the Customer and the Registered Users, as applicable, Monday through Sunday, 24 hours per day with the exception of the scheduled and emergency downtime periods. Scheduled downtime will be coordinated during off-hours of the normal workweek, and will last for a period no longer than 8 sequential hours under normal circumstances. Digital Sandbox will use reasonable commercial efforts to coordinate with Customer regarding the scheduling of any emergency maintenance. Digital Sandbox will use all reasonable efforts to ensure availability is 99.0% outside of the scheduled and emergency downtime periods. Upon request, reports documenting system availability will be provided monthly.

3. **Hosting Initiation Services.** Prior to the delivery of the Hosting Services, Digital Sandbox will be responsible for procuring and providing the required hardware and embedded third party software. Additionally, Digital Sandbox will configure the server(s), configure the server operating system, install and configure all other embedded third party software, set up servers on Digital Sandbox's management network, and assist Customer in establishing communications between the servers on the Digital Sandbox management network and Customer's network.

4. **Support.** Customer's Administrator is responsible for all level one support of the Registered Users. This Administrator will attempt to answer all questions, which will include help with simple problems or general "how-to" questions, fielding telephone questions from Registered Users, initial troubleshooting and diagnostics, directing Registered Users to information found in any knowledgebase or the Documentation. The Administrator will gather and submit logs, traces, and any other requested documentation upon initial logging of case with Digital Sandbox level two support. If the question is more complex, the level one issue shall be passed on to the level two Digital Sandbox support technician. Level two questions may, for example, deal with advanced features and possible defects, failures or enhancements. Level one will not function as a pass through organization. Requests for assistance related to items found in standard Digital Sandbox documentation will be considered level one. Digital Sandbox expects all reasonable efforts to be exhausted in searching the knowledgebase or the Documentation prior to submitting an issue to Digital Sandbox level two support. Only an Administrator(s) may contact Digital Sandbox' support personnel.

5. **Telephone Support.** Digital Sandbox will, during the hours of 8:30 a.m. to 5:30 p.m. Eastern Time Zone (EST) on weekdays (exclusive of holidays) make reasonable telephone support available to Customer's Administrator. When Digital Sandbox's staff is unavailable, Digital Sandbox will provide a voice mail and email access that will be checked periodically. Additional support is also available on a time and materials basis.

6. **Service Level Agreements (SLA's)**

a. Digital Sandbox will assign a Severity Level to all defects identified within the Hosted Services by an Administrator or Digital Sandbox and provide the respective response for the issue.

b. Digital Sandbox will communicate the Severity Level assignment and action plan for the defect based on the timeline below.

Severity Level	Type	Response
1	Issues related to the Licensed Software and/or Hosted Services that are of such criticality that an emergency fix is required. An issue is assigned this severity if one or more of the following conditions exist: <ul style="list-style-type: none"> • A critical component or program stops functioning, effectively halting the operation of the Licensed Software and/or Hosted Services. • There is no reasonable workaround. 	Priority commitment from Digital Sandbox to commence working on a solution within 5 Business Days.
2	Issues related to the Licensed Software and/or Hosted Services that significantly impacts the operations of the Customer, resulting in a significant loss of productivity and the need for a manual workaround.	Action Plan within 2 business days. Priority Commitment to commence working on a solution within 14 business days.
3	Issues related to the Licensed Software and/or Hosted Services that cause intermittent operational problems resulting in some lost productivity for the Customer and the need for manual workarounds.	Digital Sandbox will deliver a release in a future update or upgrade to its Hosted Services.
4	Issues related to the Licensed Software and/or Hosted Services that are primarily of a functional character that enhance the product, yet are not fundamental to the original business requirements.	Time and resources permitting Digital Sandbox will deliver a solution in a future Patch or Version.

7. Defect Correction Services

a. Digital Sandbox will use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible material defect (including, without limitation, bugs or viruses in the software) in the Licensed Software in accordance with the response times and severity levels in Section 6 above. Digital Sandbox, at its option, may respond by including fixes in maintenance releases.

b. If Digital Sandbox, in its discretion, requests written verification of an error or malfunction discovered by an Administrator, Customer will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform.

8. Hosting Environment. Digital Sandbox's Hosting environment consists of the following elements: (i) an IIS web server with authentication provided through the use of digital certificates, (ii) a dual hardware firewall architecture to create a "demilitarized zone" ("DMZ"), and (iii) a dedicated client network environment comprised of the Licensed Software, web server, database and reporting servers. Only required/authorized applications will be installed within the dedicated client network environment and on the servers employed to host the Licensed Software on Customer's behalf. If the Order Form indicates a dedicated server will be used for Customer, access to such dedicated servers will be limited to those Registered Users with a need for access and Digital Sandbox employees providing technical services to Customer or Registered Users.

9. Acceptable Use Policy. In consideration of providing access to Digital Sandbox's Hosting Services, Customer agrees to strictly comply with, and cause each of its Registered Users to comply with Digital Sandbox's then-current Acceptable Use Policy. If, in the process of using the Licensed Software, Customer or any Registered User uploads, records or otherwise transmits any content to a Digital Sandbox Web server, including the Customer Data, any presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips (the "Content"), then Customer represents and warrants to Digital Sandbox that Customer: is the owner or authorized user of the Content; is solely responsible for the Content; no Content is subject to any rule, regulation or policy that imposes additional handling or confidentiality obligations on such Content or has been assigned a designation designed to protect the handling and disclosure of such Content that is higher than "for official use only", including without limitation, "confidential," "secret," "top secret," "top secret secured compartmented information," or any other

similar type of designation or would be deemed to be protected critical infrastructure information ("PCI") or any information that would be subject to the requirements of the Critical Infrastructure Information Act of 2002, as amended. Customer acknowledges and agrees that Digital Sandbox neither controls nor guarantees the accuracy, integrity, or quality of the Content. Customer will not use the Licensed Software to upload, record or otherwise transmit any Content that: infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because Customer and its Registered Users will be in control of the Content displayed online as a part of use of the Licensed Software or Analysis Service, Customer understands that by using the Licensed Software or Hosted Services that Registered Users may be exposed to Content that is improper, offensive or a violation law, and therefore under no circumstances will Digital Sandbox be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any Registered User. Upon termination of this Agreement, Customer agrees that any Content posted to the Portal will not be returned to Customer and will be removed from the Portal. Should Customer or a Registered User submit technical support questions or comments to Digital Sandbox, then Customer agrees that Digital Sandbox may edit and post those questions or comments with the response, (without revealing personal information), on Digital Sandbox's Customer support Web site and that all such questions or comments shall remain Digital Sandbox's property. Customer further agrees that Customer will not use the Licensed Software or Hosted Services to send unsolicited mass email ("Spam") outside of Customer's company or organization and will abide by any anti-spam or mass email rules, regulations and laws pertaining thereto.

10. Network Security. Digital Sandbox will provide the following security provisions: (i) commercially available firewall solutions, (ii) SSL line encryption supporting 512-bit digital certificates with 128-bit data encryption for all browsers, (iii) a password protected application, (iv) a DMZ implementation, (v) network security provided by trained firewall support staff only, (vi) regular reviews of web server logs for unauthorized attempted access, and (vii) regular review of domain security logs.

11. Hosting Administration. Digital Sandbox will provide the following Hosting Support to ensure the maintenance and administration of the Licensed Software: (i) physical and logical organization and structure of the database, application, and system files, (ii) application and tracking of latest IIS and OS patches, (iii) configuration change and tracking, and (iv) monitoring of systems and servers.

12. System Back-Up. Digital Sandbox will provide the following back-up services to ensure data protection and recovery: (i) data backups using commercially available software, (ii) a full image of the servers taken weekly, (iii) incremental image of the servers taken 6 days per week, (iv) the most recent full image and up to one week of incremental images stored on site.

13. Communications. Communications between the parties will be carried out through each party's designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact in accordance with the notification provisions of the Agreement.

**AMENDMENT NO. 2
BETWEEN THE
CITY OF SAN DIEGO AND
DIGITAL SANDBOX, INC**

WHEREAS, on July of 2010, the City of San Diego [City] and Digital Sandbox, Inc. [Consultant] entered into the Master License Agreement to provide consultant services [Agreement] under RFP 100004857-10-P, and

NOW THEREFORE, the City and Consultant agree to amend the Agreement as follows:

The term of the contract for the procurement of services is extended and will now expire on July 19, 2015.

The scope of services is amended to cover all additional work covered in Exhibit "A" and payment by the City for Exhibit A constitutes acceptance of the completion of deliverables for said items.

The total compensation to Consultant under the Agreement is increased by \$2,943,669; for a total not-to-exceed amount of \$6,283,895.

Section 44 CFR Part 13.36 (i) 1-13 of the Federal Procurement policies Exhibit "B" applies to this contract.

Resolution No. 308082 approved April 22, 2013 authorizing the additional work and compensation. Amendment 2 shall affect only the terms and conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this AMENDMENT 2 is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter Section 265 authorizing such execution, and by the Contractor.

I HEREBY CERTIFY that I can legally bind Digital Sandbox, Inc. and that I have read all of this Amendment 2 this

16 day of May, 2013.

DIGITAL SANDBOX, INC

By: [Signature]

Title: CFO

Date: 5/16/13

CITY OF SAN DIEGO

By: [Signature]

Dennis Gakunga
Director

Purchasing & Contracting

LEASING & CONTRACTING

5/16/13

I HEREBY APPROVE the form and legality of the foregoing Agreement this 16 day of May, 2013.

Jan I. Goldsmith, City Attorney

By: [Signature]

Noah Brazier, Deputy City Attorney

EXHIBIT "A"

State Risk Management Program services – Amendment Scope of Work

- Digital Sandbox licensed software platform for all California urban area subscribers
 - Licensed software for all California urban area subscribers:
 - Anaheim/Santa Ana
 - Bakersfield
 - Bay Area
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Sacramento
 - San Diego
 - Digital Sandbox 7 Software Platform; Program Management Dashboard; Asset Manager Module; Survey and Assessment Module; Threat and Hazard Manager; Risk Analysis Center; Capability Assessment Module; Preparedness Analysis Center; Mobile Assessor; Event Manager; PCII Compatibility Module; Threat and Risk Monitor; Advanced Threat and Hazard Analytics; Pre-Incident Fire Planner.
 - Included platform software technical support:
 - Software hosting for all California urban area subscribers
 - System administration for all California urban area subscribers
 - Standard software support for all California urban area subscribers
 - Standard software configuration for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Sacramento
 - Two (2) one day onsite training sessions per California urban area subscriber that include:
 - Digital Sandbox software user training
 - Digital Sandbox software administrator training
 - Applied Risk Management training
 - Unlimited Registered Users within the California Urban Area Subscribers listed above.
- Digital Sandbox Critical Infrastructure and Key Resource (CIKR) Management Bundle
 - Included licensed software modules:
 - Program Management Dashboard for all California urban area subscribers
 - Asset Manager module for all California urban area subscribers
 - Survey and Assessment module for all California urban area subscribers
 - Included licensed software analytical support:
 - Ad Hoc data collection support for all California urban area subscribers
 - Batch data import support for all California urban area subscribers
 - Data preload for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Sacramento
 - CIKR catalog build out support for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Data quality review for the following urban area subscribers:
 - Anaheim/Santa Ana

- Bay Area
- Sacramento
- San Diego

- Digital Sandbox Risk Analysis Bundle

- Included licensed software modules:
 - Threat and Hazard manager for all California urban area subscribers
 - Risk Analysis Center for all California urban area subscribers
- Included licensed software analytical support:
 - Semi-annual Digital Sandbox Risk Reports for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Bay Area
 - Sacramento
 - San Diego
 - Digital Sandbox ad hoc analytical support for all California urban area subscribers
 - Risk management data discovery for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Initial Risk Development (Risk Baseline Analysis report) for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
- Included risk management consulting support
 - Risk management program Concept of Operations for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Bay Area
 - Sacramento
 - San Diego

- Digital Sandbox preparedness analysis bundle

- Included licensed software modules:
 - Capability assessment module for all California urban area subscribers
 - Preparedness analysis center for all California urban area subscribers
- Included licensed software analytical support:
 - Facilitated capability assessment for the following urban area subscribers:
 - Bay Area
 - San Diego
 - Facilitated capability assessment and gap analysis report for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Sacramento

EXHIBIT "B"
44 CFR Part 13.36 (i) 1-13

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- 2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)
- 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- 4) Compliance with the Copeland "Anti-Kickback" Act (18 U. S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3.) (All contracts and subgrants for construction or repair.)
- 5) Compliance with the Davis-Bacon Act (40 U. S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
- 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- 7) Notice of awarding agency requirements and regulations pertaining to reporting.
- 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 1857(h)), section 508 of the Clean Water Act (33 U. S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15.) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871.)

AMENDMENT NO. 3
BETWEEN THE
CITY OF SAN DIEGO AND
DIGITAL SANDBOX, INC

WHEREAS, on July 20, 2010, the City of San Diego [City] and Digital Sandbox, Inc. [Consultant] entered into an agreement to provide consultant services [Agreement] under RFP 100004857-10-P, and

NOW THEREFORE, the City and Consultant agree to amend the Agreement as follows:

The scope of services is amended to cover all additional work covered in Exhibit "A".

The total compensation to Consultant under the Agreement is increased by \$1,558,916; for a total not-to-exceed amount of \$7,842,811.

Section 44 CFR Part 13.36 (i) 1-13 of the Federal Procurement policies Exhibit "B" applies to this contract.

Resolution No. 308082 approved by the San Diego City Council on April 22, 2013 authorized the additional work and compensation. Amendment 3 shall affect only the terms and conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this AMENDMENT 3 is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter Section 265 authorizing such execution, and by the Contractor.

I HEREBY CERTIFY that I can legally bind Digital Sandbox, Inc. and that I have read all of this Amendment 3 this 18th day of September, 2013.

DIGITAL SANDBOX, INC.
By: [Signature]
Title: CEO
Date: 9/18/13

CITY OF SAN DIEGO
By: [Signature]
Dennis Gakunga
Director
Purchasing & Contracting

I HEREBY APPROVE the form and legality of the foregoing Agreement this 16 day of JANUARY, 2014.

Jan I. Goldsmith, City Attorney
By: [Signature]
Noah Brazier, Deputy City Attorney

EXHIBIT "A"

State Risk Management Program services – Amendment Scope of Work

- Digital Sandbox licensed software platform for all California urban area subscribers
 - Licensed software for all California urban area subscribers:
 - Anaheim/Santa Ana
 - Bakersfield
 - Bay Area
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Sacramento
 - San Diego
 - Digital Sandbox 7 Software Platform; Program Management Dashboard; Asset Manager Module; Survey and Assessment Module; Threat and Hazard Manager; Risk Analysis Center; Capability Assessment Module; Preparedness Analysis Center; Mobile Assessor; Event Manager; PCII Compatibility Module; Threat and Risk Monitor; Advanced Threat and Hazard Analytics; Pre-Incident Fire Planner.
 - Included platform software technical support:
 - Software hosting for all California urban area subscribers
 - System administration for all California urban area subscribers
 - Standard software support for all California urban area subscribers
 - Standard software configuration for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Sacramento
 - Two (2) one day onsite training sessions per California urban area subscriber that include:
 - Digital Sandbox software user training
 - Digital Sandbox software administrator training
 - Applied Risk Management training
 - Unlimited Registered Users within the California Urban Area Subscribers listed above.
- Digital Sandbox Critical Infrastructure and Key Resource (CIKR) Management Bundle
 - Included licensed software modules:
 - Program Management Dashboard for all California urban area subscribers
 - Asset Manager module for all California urban area subscribers
 - Survey and Assessment module for all California urban area subscribers
 - Included licensed software analytical support:
 - Ad Hoc data collection support for all California urban area subscribers
 - Batch data import support for all California urban area subscribers
 - Data preload for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard

- Riverside
 - Sacramento
 - CIKR catalog build out support for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Data quality review for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Bay Area
 - Sacramento
 - San Diego
- Digital Sandbox Risk Analysis Bundle
 - Included licensed software modules:
 - Threat and Hazard manager for all California urban area subscribers
 - Risk Analysis Center for all California urban area subscribers
 - Included licensed software analytical support:
 - Semi-annual Digital Sandbox Risk Reports for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Bay Area
 - Sacramento
 - San Diego
 - Digital Sandbox ad hoc analytical support for all California urban area subscribers
 - Risk management data discovery for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Initial Risk Development (Risk Baseline Analysis report) for the following urban area subscribers:
 - Bakersfield
 - Los Angeles/Long Beach
 - Oxnard
 - Riverside
 - Included risk management consulting support
 - Risk management program Concept of Operations for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Bay Area
 - Sacramento
 - San Diego
- Digital Sandbox Preparedness Analysis Bundle
 - Included licensed software modules:
 - Capability assessment module for all California urban area subscribers
 - Preparedness analysis center for all California urban area subscribers
 - Included licensed software analytical support:

- Facilitated capability assessment for the following urban area subscribers:
 - Bay Area
 - San Diego
- Facilitated capability assessment and gap analysis report for the following urban area subscribers:
 - Anaheim/Santa Ana
 - Sacramento
- Digital Sandbox Risk and Critical Infrastructure Protection Program - Services Bundle
 - Analytic/Program Support
 - CIP and Risk Guidance and Consulting
 - THIRA and Risk Report
 - Core Capability Assessment
 - Risk and CIP CONOPs Documentation
 - PCII Support (Implementation options to be reviewed by Urban Area)
- Digital Sandbox Enhanced Public Safety Operations -- Services Bundle
 - Analytic/Program Support
 - Urban Area Configurations (CAD, Incident Management Systems, and GIS data)
 - Urban Area Configurations (defined information channels to support situational awareness in field, command, and EOC operations)
 - Special events support
 - Fire-Rescue pilots
 - User Training
- Digital Sandbox Fusion Center and Intelligence Units -- Services Bundle
 - Analytic/Program Support
 - Facilitated threat session to establish localized baseline
 - Urban Area Configuration to support field intelligence collection (for public safety and citizenry)

EXHIBIT "B"
44 CFR Part 13.36 (i) 1-13

- (i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)
 - (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
 - (4) Compliance with the Copeland "Anti-Kickback" Act (18 U. S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3.) (All contracts and subgrants for construction or repair.)
 - (5) Compliance with the Davis-Bacon Act (40 U. S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
 - (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
 - (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 1857(h)), section 508 of the Clean Water Act (33 U. S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15.) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
 - (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871.)

Item 100
11-5-2013
(R-2014-239)

RESOLUTION NUMBER R- 308555

DATE OF FINAL PASSAGE NOV 21 2013

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AND DIRECTING THE EXECUTION OF A THIRD AMENDMENT TO THE CITY'S AGREEMENT WITH DIGITAL SANDBOX, INC. AND AUTHORIZING THE EXPENDITURE OF \$1,558,916 FOR THE EXECUTION OF THIS AMENDMENT.

WHEREAS, Digital Sandbox, Inc. (DSI), under a 2010 competitively bid and awarded Risk Management Program contract, provided the San Diego Urban Area (SDUA) with a perpetual Risk Management System software license, system maintenance and hosted services, user trainings, and licensed technical and analytical support; and

WHEREAS, deliverables under this contract included SDUA risk and capabilities assessments, a Preparedness Assessment Report, an updated Regional Security Strategy, and a Grant Effectiveness Report; and

WHEREAS, the initial contract was for \$398,700 and included an option for additional annual technical and analytical support at the cost of \$255,763 per year for a total contract value of \$910,226; and

WHEREAS, the regional Risk Management Program enhances homeland security within the SDUA by employing quantitative data and formal risk analysis methods to support strategic planning, enhance security processes and procedures, and guide homeland security and public safety resource allocation according to the relative risk of various threats and hazards; and

WHEREAS, in August 2010, the SDUA submitted a grant proposal to the California Emergency Management Agency (CalEMA) on behalf of the California Coalition of Urban Area Security Initiatives (CCU), which represents the eight highest risk urban areas in California, to

fund DSI's risk analysis services for those urban areas as a statewide Risk Management Program; and

WHEREAS, the goal is to standardize statewide risk management capabilities for the highest risk areas and build a sustainable program that allows for the sharing of risk and threat data with the State of California when needed; and

WHEREAS, the proprietary software and services not only meet the goal of standardization, but it also maximizes state-wide collaboration and coordination among the stakeholders allowing for both the sharing of data with each other as well as the State of California; and

WHEREAS, in May, 2011, CalEMA allocated \$2,430,000 of its Federal FY 2010 UASI retention funds to the CCU via the SDUA to provide the requested risk analysis services for the statewide project, leveraging the public agency option of the existing agreement between the City and DSI; and

WHEREAS, the initial amount of \$2,430,000 from CalEMA funded the subscription for the eight California urban areas from August 1, 2011, to September 16, 2012; and

WHEREAS, CalEMA awarded \$2,681,998 of its Federal FY 2011 UASI retention funds to the CCU via the SDUA to continue the statewide Risk Management Program from September 17, 2012 through September 16, 2013; and

WHEREAS, in July 2012, the City Council granted authorization to apply for, accept, appropriate, and expend grant funds from the FY 2012 Urban Area Security Initiative (UASI) grant program; and

WHEREAS, in April 2013, the City Council granted authorization to execute an amendment for an extension to the DSI contract until September 2013 for an additional \$2,943,669; and

WHEREAS, in March 2013, CalEMA awarded an amount of \$1,558,916 from its Federal FY 2012 UASI retention funds to the CCU via the SDUA to continue the statewide Risk Management Program through April 30, 2014; and

WHEREAS, this resolution authorizes the execution of an additional contract amendment for the expenditure of the retention funds awarded in March 2013; and

WHEREAS, the City, as the core city of the SDUA, through the City Office of Homeland Security is the designated administrative agency that manages the UASI Program for the region; and

WHEREAS, the City has a existing agreement for risk analysis software and services with DSI, with a public agency option that allows other jurisdictions to leverage the City's previous competitive bidding process; and

WHEREAS, the Federal Department of Homeland Security provides UASI grants through CalEMA, which in turn grants them to the City to administer for the entire SDUA; and

WHEREAS, this statewide Risk Management Program enhances regional security at no cost to the City; and

WHEREAS, expenditures will initially be sourced from the City's General Fund account, and then reimbursed from the respective federal fiscal year UASI grant program; NOW

THEREFORE

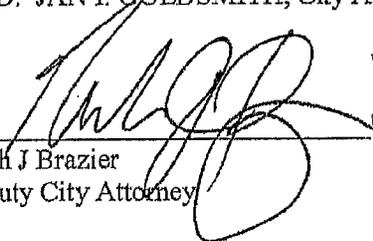
BE IT RESOLVED, by the City Council of the City of San Diego that the Council President acting pursuant to Charter section 265(i), or his designee, is authorized and directed to

execute a third amendment to the agreement with Digital Sandbox, Inc. to provide Risk Management Program software services and associated support to a statewide program in the amount of \$1,558,916.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend up to \$1,558,916 from the City's General Fund account for the purpose of executing this third amendment to the agreement with Digital Sandbox, Inc.

APPROVED: JAN I. GOLDSMITH, City Attorney

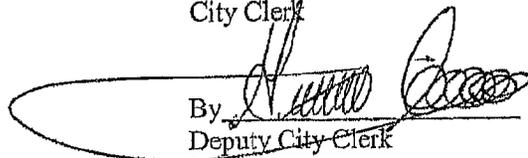
By


Noah J Brazier
Deputy City Attorney

NJB:hm
10/18/2013
Or.Dept:PSE
Doc. No. 656238

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of NOV 05 2013.

ELIZABETH S. MALAND
City Clerk


By _____
Deputy City Clerk

Approved pursuant to Charter section 265(i):

(date)

TODD GLORIA, Council President

Passed by the Council of The City of San Diego on NOV 05 2013, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 21 2013

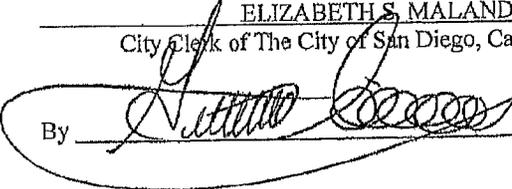
(Please note: When a resolution is approved by the Council President as interim Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT
as interim Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 308555

DUPLICATE

AMENDMENT NO. 4 BETWEEN
THE CITY OF SAN DIEGO AND DIGITAL SANDBOX, INC

WHEREAS, on July 20, 2010, the City of San Diego [City] and Digital Sandbox, Inc. [Consultant] entered into an agreement to provide a software license and consultant services [Agreement] under RFP 100004857-10-P, and

NOW THEREFORE, the City and Consultant agree to amend the Agreement as follows:

The scope of services is amended to cover all additional work covered in Exhibit "A" to Amendment 4 and payment by the City for items listed in Exhibit A to Amendment 4 constitutes acceptance of the completion of deliverables for each such item(s).

The total compensation to Consultant under the Agreement is increased by \$2,037,127.

Section 44 CFR Part 13.36 (i) 1-13 of the Federal Procurement policies Exhibit "B" to Amendment 4 applies to this contract.

Resolution No. 308555 approved November 21, 2013 authorized the additional work and compensation. Amendment 4 shall affect only the terms and conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this AMENDMENT 4 is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter Section 265 authorizing such execution, and by the Contractor.

I HEREBY CERTIFY that I can legally bind Digital Sandbox, Inc. and that I have read all of this Amendment 4 this _____ day of JUN 10 2014, 2014.

DIGITAL SANDBOX, INC
By: [Signature]
Title: CFO, VP
Date: 5/8/14

CITY OF SAN DIEGO
By: [Signature]
Dennis Gakunga
Director
Purchasing & Contracting
Date: 7/10/14

I HEREBY APPROVE the form and legality of the foregoing Agreement this 14 day of JULY, 2014.

Jan I. Goldsmith, City Attorney
By: [Signature]
Noah Brazier, Deputy City Attorney

JOHN C. KENNEDY
DOCUMENT NO. 308999
FILED JUN 10 2014
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

EXHIBIT "A"

State Risk Management Program services – Amendment Scope of Work

- Digital Sandbox Risk and Critical Infrastructure Protection Program – Services Bundle
 - Analytic/Program Support:
 - CIP and Risk Guidance and Consulting
 - THIRA and Risk Report
 - Core Capability Assessment
 - Risk and CIP CONOPs Documentation
 - PCII Support (Implementation option to be reviewed by Urban Area)

- Digital Sandbox Enhanced Public Safety Operations – Services Bundle
 - Analytic/Program Support:
 - Urban Area Configurations (CAD, Incident Management Systems, and GIS data)
 - Urban Area Configurations (defined information channels to support situational awareness in the field, command, and EOC operations)
 - Special Event Support – 1 day on-site per UA
 - Fire-rescue pilots
 - User Training
 - 5 Video-Training Vignettes – Advanced Topics

- Digital Sandbox Fusion Center and Intelligence Units – Services Bundle
 - Analytic/Program Support:
 - Facilitated threat session to establish localized baseline
 - Urban Area Configuration to support field intelligence collection (for public safety and citizenry)

:

EXHIBIT "B"
44 CFR Part 13.36 (i) 1-13

- (i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - 2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)
 - 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
 - 4) Compliance with the Copeland "Anti- Kickback" Act (18 U. S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3.) (All contracts and subgrants for construction or repair.)
 - 5) Compliance with the Davis- Bacon Act (40 U. S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
 - 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
 - 7) Notice of awarding agency requirements and regulations pertaining to reporting.
 - 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
 - 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 1857(h)), section 508 of the Clean Water Act (33 U. S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15.) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
 - 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871.)

RESOLUTION NUMBER R- 308999

DATE OF FINAL PASSAGE JUN 23 2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH DIGITAL SANDBOX, INC. TO PROVIDE RISK MANAGEMENT PROGRAM SOFTWARE SERVICES.

WHEREAS, following a competitive bidding process, the City of San Diego executed an Agreement with Digital Sandbox, Inc., in July 2010 on behalf of the entire San Diego Urban Area (SDUA) for a Risk Management Program funded through the Federal Urban Area Security Initiative (UASI) grant program; and

WHEREAS, the United States Department of Homeland Security (DHS) provides UASI grants through the California Governor's Office of Emergency Services (OES), which in turn grants them to the City to administer for the entire SDUA; and

WHEREAS, the regional Risk Management Program enhances homeland security within the SDUA by employing quantitative data and formal risk analysis methods to support strategic planning, enhance security processes and procedures, and guide homeland security and public safety resource allocation according to the relative risk values of various threats and hazards; and

WHEREAS, Digital Sandbox provided the SDUA with a perpetual Risk Management System software license, system maintenance, user training sessions, and licensed software and analytical support; and

WHEREAS, deliverables under the Digital Sandbox Agreement also include SDUA risk and capabilities assessments, a preparedness assessment report, an updated regional security strategy, and a grant effectiveness report; and

~~WHEREAS, the initial Agreement amount was \$378,700; and~~

WHEREAS, the SDUA also executed options for additional annual technical and analytical support at the cost of \$255,763 per year for two years, for a total amount of \$910,226 under the initial Agreement terms; and

WHEREAS, subsequently, the SDUA opted for additional support and service enhancements in the amount of \$261,671 to maximize system capabilities; and

WHEREAS, this amount was approved through the Second Amendment to the Agreement; and

WHEREAS, with this requested Fourth Amendment, the SDUA seeks to obtain optional services and support for risk analysis enhancements and an updated regional security strategy totaling up to \$350,000 in UASI grant funds; and

WHEREAS, in August 2010, the SDUA submitted a grant proposal to the California Emergency Management Agency (CalEMA) on behalf of the highest risk urban areas in California to fund Digital Sandbox's Risk Analysis services for those designated areas as a statewide Risk Management Program; and

WHEREAS, this program is meant to standardize statewide risk management capabilities for the highest risk areas and build a sustainable program that allows for the sharing of risk threat data with OES; and

WHEREAS, in May 2011 CalEMA allocated \$2, 430,000 of its Federal FY 2010 UASI retention funds to the SDUA to provide the requested Risk Analysis services for the statewide project, leveraging the existing Agreement between the City and Digital Sandbox; and

WHEREAS, these monies funded the subscription of eight California urban areas from August 1, 2011, to September 16, 2012, and was approved in the First Amendment to the Digital Sandbox Agreement; and

WHEREAS, CalEMA awarded \$2,681,998 of its Federal FY 2011 UASI retention funds to the SDUA to continue the statewide Risk Management Program from September 17, 2012, through September 16, 2013, and this amount was approved in the Second Amendment to the Agreement with Digital Sandbox; and

WHEREAS, in March 2013, CalEMA awarded an amount of \$1,558,916 from its Federal FY 2012 UASI retention funds to the SDUA to continue the statewide Risk Management Program through April 30, 2014, and this amount was approved in the Third Amendment to the Agreement with Digital Sandbox; and

WHEREAS, in March 2014, the OES awarded the amount of \$1,687,127 from its Federal FY 13 UASI retention funds to the SDUA to continue the statewide Risk Management Program through June 2015; and

WHEREAS, approval for this amount is requested through this Fourth Amendment to the Agreement with Digital Sandbox; and

WHEREAS, the DHS provides UASI grants through the OES, and the OES in turn grants them to the City to administer for the entire SDUA; and

WHEREAS, the SDUA and statewide Risk Management Programs enhance regional security and public safety at no cost to the City; and

WHEREAS, there is a no non-federal match or cost share required for grants under the program covered by this resolution; and

WHEREAS, the grants are reimbursable by nature, requiring the City to expend funds prior to requesting reimbursement; and

WHEREAS, the total amount to be expended under this Fourth Amendment will not exceed \$2,037,127, consisting of \$350,000 in services and support to the SDUA Risk Management Program and \$1,687,127 in services and support to the statewide program; and

WHEREAS, the expenditures associated with this action will be sourced from Fund 600000, Grant Number 1000019-2013; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego that the Mayor, or his designee, is authorized to execute a Fourth Amendment to the Agreement with Digital Sandbox, Inc. to provide Risk Management Program software services and associated support both the San Diego Urban Area and a statewide program in the amount of \$2,037,127.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend up to \$2,037,127 from Fund 600000, Grant Number 1000019-13 for the purpose of executing this Fourth Amendment to the Agreement with Digital Sandbox, Inc.

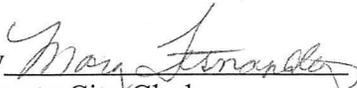
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Noah J. Brazier
Deputy City Attorney

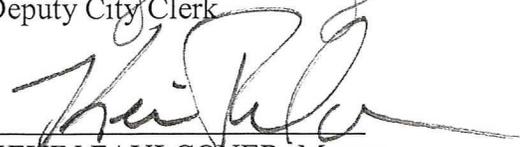
NJB:hm
05/28/2014
Or.Dept:PSE
Doc. No. 795261-2

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 10 2014.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6/19/2014
(date)


KEVIN FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 10 2014, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Harris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUN 23 2014.

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

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By *Maya Lumbly*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 308999

Passed by the Council of The City of San Diego on June 10, 2014 by the following vote:

YEAS: **LIGHTNER, HARRIS, COLE, KERSEY, ZAPF, SHERMAN, ALVAREZ, EMERALD.**

NAYS: **NONE.**

NOT PRESENT: **GLORIA.**

RECUSED: **NONE.**

VACANT: **NONE.**

AUTHENTICATED BY:

KEVIN FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

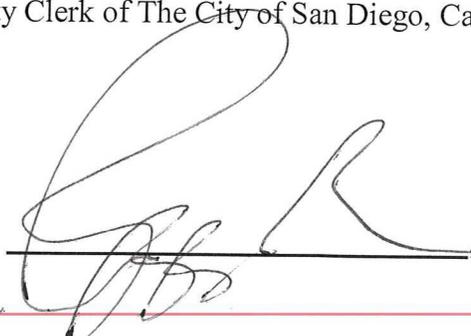
By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. **R-308999** approved by the Council of the City of San Diego, California on June 17, 2014 and approved by the Mayor of the City of San Diego on June 23, 2014.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy