

**EXHIBIT B – SCOPE OF WORK**

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## 1 Introduction

The City of San Diego (“City”) seeks proposals from potential Proposers for the provision of Radio Communication, Emergency Response and Mobile Interoperability equipment and Supporting Services (hereinafter, the “Goods and Services”).

The hardware and supporting services arising from this RFP will enable the City to continue to provide best-in-class wireless communications services to its First Responders, with high levels of availability.

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

1. Radios and wireless communications equipment and
2. Training, warranty, and maintenance services for the aforementioned equipment

Proposers should note that the requirements set forth in this document describe the City’s intent to ensure that all wireless communications systems maintain an exceptionally high level of availability, that no disruption to these critical services will be tolerated, and that the resulting system will retain seamless integration with the regional interoperability standards required.

This Request for Proposals (RFP) is intended to result in an Agreement for Goods and Services for an initial ten (10) year term, with two (2), two-year renewal options, to be awarded at the sole discretion of the City.

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

## 2 City of San Diego – Overview

### 2.1 City Background

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

The City had approximately 11,545 positions budgeted in Fiscal Year 2019. These positions are disbursed across almost seventy (70) distinct business areas comprised of departments, agencies, elected official offices, boards, and commissions. Most of these positions are in business areas that are under the responsibility of the Mayor and managed by the Executive Management Team. The remainder are located in other business areas that are headed up by other elected officials or City Agencies. At various times throughout the fiscal year, the regular City workforce may be augmented by as many as two thousand (2,000) additional seasonal employees. The City operates on a July through June fiscal year.

### 2.2 Wireless Technology Services Division

The Wireless Technology Services Division (“Wireless Division”) operates as a distinct subset of the Department of Information Technology (“DoIT”) at the City. The Wireless Division is responsible for the provision and stewardship of all the critical and Public Safety wireless infrastructure used by San Diego Police Department (“SDPD”) and San Diego Fire Department (“SDFD”) to serve residents within the City and County of San Diego.

The City is soliciting proposals for Public Safety Radio Communication subscriber equipment and associated accessories to work seamlessly with a 700/800 MHz, UHF, VHF High-band, Radio Communications System.

The City of San Diego Radio Communications System currently includes an ASTRO 25 700 MHz (software release 7.16 or later) trunked simulcast Project 25 (P25) radio system- which includes twenty (20) channels at each of the seven (7) existing remote simulcast sites, with additional coverage provided by trunked Astro Sites and conventional radio sites.

The Radio Communication Systems operated by the City provides mission-critical voice services to law enforcement, fire and rescue, and other city and non-city agencies within the overall service area. The City provides communications services to key customer organizations with broad public safety responsibilities. In total, the Wireless Services Division supports nearly 12,000 mobile and portable radios.

Some radio system users continue to operate on a Motorola 800 MHz SmartZone 4.1 trunked simulcast radio system for voice communications.

The City of San Diego Radio Communications System customers include:

- City of San Diego Police Department;
- City of San Diego Fire-Rescue Department (includes Lifeguard);
- City of San Diego Public Utilities Department;
- City of San Diego Environmental Services Department;
- San Diego Unified School District;
- San Diego Community College District; and
- San Diego Medical Services Enterprise.

### **3 Radio Communications Systems Overview**

The City of San Diego operates two (2) trunked simulcast radio systems for public safety and public service communications. These radio systems operate in the 700 MHz and 800 MHz bands. This section provides a summary of each system in use.

#### **3.1 Radio System Utilization**

Both the 700 MHz and the 800 MHz radio systems have approximately 10,000 primary subscribers and 16,000 total subscribers which include mutual aid users. The systems cover an area from Del Mar to Escondido and El Cajon to the east and south to the Mexican border. This network covers over 370 square miles.

#### **3.2 700 MHz Radio System**

The City operates a twenty (20) channel, seven site, Project 25 700 MHz Trunked Simulcast Radio System. The 700 MHz Radio System is standards-based and delivers interoperable radio communications for the City of San Diego. The Regional Project 25 Trunked Simulcast Radio System utilizes a Frequency Division Multiple Access (FDMA) based technology. The City uses Ethernet links for connectivity between remote sites and the prime site as well as between console sites and the master site. The System includes two Astro Site Repeaters (ASR's) located at San Diego Sewage Treatment Plant (STP) and Safari Park. Below are the seven 700 MHz remote communications sites:

- Black Mt
- City Administration Building
- Cowles Mt
- Encanto
- Mt Soledad
- Otay Mt
- San Ysidro

#### **3.3 800 MHz Radio System**

The City operates an 800 MHz Motorola 4.1 digital, mixed mode, SmartZone trunked radio system. This radio system includes twenty (20) trunked channels configured as a single simulcast zone. System coverage is provided through the use of seven (7) mountain top sites. Additionally, there is one five-channel IntelliRepeater (IR) site. The simulcast system and IntelliRepeater site are interfaced to the P25 Core via SmartX

controllers. The Prime Site controller is located at the City's Chollas communications site. Following are the seven remote communications sites:

- Black Mt
- City Administration Building
- Cowles Mt
- Encanto
- Mt Soledad
- North City
- San Ysidro

The Motorola IntelliRepeater (IR) site is located at San Diego Sewage Treatment Plant (STP).

### **3.4 The Prime Site is located at the Chollas communications site. Dispatch Locations**

The City has eleven (11) dispatch sites using Motorola MC 7500 consoles. Following are the sites and number of operator positions:

- San Diego PD Dispatch – 19 Consoles
- San Diego Fire Dispatch – 13 Consoles
- San Diego Lifeguard – 2 Consoles
- Chollas – 3 Consoles
- MCC – 2 Consoles
- Station 38 – 7 Consoles
- Environmental Services – 2 Consoles
- San Diego Schools PD – 3 Consoles
- San Diego Schools Transportation – 1 Console
- San Diego City College PD – 2 Consoles
- San Ysidro – 1 Console

Radio system usage can be seen in the table below. This usage data was collected for a one (1) year period from March 6, 2019 to March 6, 2020.

ID	Count	Unit
<b>Push to Talk Transactions</b>		
1	19,192,764	PTTs (annual)
2	1,599,397	PTTs per month (average)
<b>Calls</b>		
3	113,858,948.7	seconds (annual total)
4	9,488,245.7	seconds per month (average)
5	1,897,649.1	minutes (annual total)
6	158,137.4	minutes per month (average)
7	31,627.5	hours (annual total)
8	2,635.6	hours per month (average)

Table 3-1: Count of City of San Diego Airtime and PTTs



#### 4 Overview of Requirements

The Wireless Division has historically delivered the Services via the manufacturer 'Motorola'. Over time, the Services have progressed and innovated, in order, to deliver an improved and more highly available service to the public. In 2016, the Wireless Division oversaw an overhaul of the existing voice radio system, resulting in an upgrade to a new digital, regional, interoperable FDMA/TDMA standards-based 700/800 MHz digital trunked communications radio system ("P25"). Proposers should note that the P25 upgrades are standards based, highly reliable, fault tolerant, spectrally efficient, flexible, and encrypted for secure communications that are necessary to safeguard and ensure interoperable communications throughout the San Diego region.

The City requires that the functionality of all radios and wireless communications equipment provided under the resulting Agreement deliver continued, seamless radio communications on the existing P25 wireless infrastructure.

The goods and services procured under the resulting Agreement will include, but not be limited to, the following items:

- Subscriber Radios
  - Mobile Radios
  - Portable Radios
  - Control Stations
- Radio Accessories
- Software Upgrades
- Subscriber Radio Applications
- Radio Programming Hardware and Software
- Training
- Warranty
- Maintenance
  - Services
  - Test Equipment

Proposers will be responsible for all costs associated with Interoperability Testing (IOT) for all purchased equipment ensuring Multi-Vendor Integration compatibility. Additionally, Proposer must demonstrate participation in any testing program including those required by FCC rules if applicable at time purchase order is issued.

All radio and wireless hardware provided to the City under the resulting Agreement will be warranted by the manufacturer for a minimum of five (5) years, which may be a combination of the standard manufacturer's warranty, and an extended hardware

maintenance term. The City intends to purchase a full five-year warranty with each wireless device acquired under the resulting Agreement.

The City intends to acquire support for hardware from the manufacturer, and in tandem with its own in-house Field Service Delivery resources.

## **5 Subscriber Radio Provisioning**

### **5.1 Fleet Map Development Support**

- 5.1.1 Proposer shall provide fleet map development services to support the City's effort to establish a fleet map that is compatible with its radio system. Development of the fleet map includes the establishment of a zone / channel structure and the determination of features and functions configuration settings as may be requested by individual user groups.
- 5.1.2 Proposer shall detail the proposed methodology for reviewing and capturing parameters and configuration settings as a result of this effort. Proposer shall provide the method for reviewing features and functions of the subscriber radios. Be detailed and provide examples of the output from this process.

### **5.2 Programming Template Development Support and Review**

- 5.2.1 Proposer shall work together with the City to develop radio programming templates for each model and type of subscriber radio purchased under this contract. Proposer services shall include subject matter expert (SME) support, baseline programming template development, and review of programming templates developed by the City.
- 5.2.2 Prior to programming subscriber radios, Proposer shall program a set of radios, including every model and type of radio purchased under this contract, with a program template. The City will then test the subscriber radios and approve the functionality of each radio program template.

### **5.3 Radio Programming Services**

- 5.3.1 Proposer shall provide radio programming services to augment the City's technical staff. Radio programming will occur after the City approves the radio program templates.

### **5.4 Online Service Tracking**

- 5.4.1 Proposer shall provide an online tool for the reporting and tracking equipment repairs. Proposer shall detail all the features and functions associated with the online tool.

## 6 Training

### 6.1 Training Components

6.1.1 At a minimum, training will be comprised of a combination of:

- Instructor-led training
- Onsite training
- Online self-paced and virtual classroom

6.1.2 Fundamentally, Proposers shall ensure that their Proposals demonstrate that City staff will be adequately trained to safely operate all hardware and software provided under any resulting Agreement.

### 6.2 Training Description

6.2.1 This RFP requires Proposers to provide a comprehensive description of the initial training your company will provide for system operators and system users. The training must include the following:

- Basic information about the system
- Description and instruction on use of the user interface(s)
- End User shall complete understanding of all systems and how they operate
- Additional Training: The Proposer shall provide information on other types of training available such as certified technician training, radio maintenance and codeplug creation/writing training, and/or registration information.
- All Initial and Additional training shall be fully described in the Proposal Response, to include any additional cost that may be incurred by the End User.
- Examples of materials that support the training effort
- Any other training deemed necessary by either the End User or Proposer.

## **7 Warranty**

### **7.1 Equipment Covered**

- 7.1.1 The Proposer shall warrant all equipment and Services provided by the Proposer under the Contract.
- 7.1.2 Proposer shall clearly identify those items covered under each warranty agreement, and clearly identify conditions that are not included or conditions that would invalidate any of the warranties.

### **7.2 Warranty Conditions**

- 7.2.1 The Proposer shall be responsible for the repair or replacement of equipment provided or installed under the contract, in like new operating condition over the life of the applicable warranty period.
- 7.2.2 The Proposer shall warrant all materials, workmanship, and the successful operation of all equipment supplied by the Proposer. If any defects in material, functionality or workmanship occur within the warranty period, including, but not limited to, non-conformance with the applicable RFP Specification, the Proposer's response to the specification or the Proposer's published specifications, whichever is most stringent, the Proposer shall determine the cause of failure; remove, repair or replace any defective part or parts or software; deliver and reinstall the part or software; and place the equipment back into service at the Proposer's sole cost and expense.
- 7.2.3 Proposer shall keep all programming information secured and not allow any duplication of information to others.

### **7.3 Warranty Period**

- 7.3.1 Each mobile, portable and control station unit shall be warranted against any failure for a period of five (5) years from the date it is placed in service. Proposer shall provide the option to purchase additional warranty service.
- 7.3.2 Warranty support will be depot level support. Proposer will be responsible for shipping costs of defective radios sent to, and returned from, its depot service location.
- 7.3.3 Radios sent in for warranty service must be returned to the City no longer than Twenty (20) Business Days from receipt of the radio at the Depot Service location.

- 7.3.4 Service for mobile and control station units shall include preliminary testing at the Proposer's depot service location and, if needed, removal and reinstallation from and into the vehicle or place of use.
- 7.3.5 Such defective components, unless damaged beyond the warranty limits, shall be replaced in accordance with the Proposer's equipment warranty terms. Proposer's equipment warranty terms shall be provided as part of the response.

#### **7.4 New Equipment**

- 7.4.1 The Proposer shall warrant to the City that the equipment to be delivered shall be new, not remanufactured, and that it shall conform to these requirements and be free from defects in materials and workmanship.
- 7.4.2 The Proposer shall warrant capable of satisfactory performance under the City's operating conditions at specified equipment rating and capacity and conformance with this specification, the Proposer response to this specification or the Proposer's published specifications, whichever is most stringent.

#### **7.5 Lemon Rule**

- 7.5.1 If during the Warranty period equipment is found not to meet the warranty specified including repeated failures of the same components or units and nonconformance with the specification, the Proposer shall correct any defect or replace any unit that exhibits more than three instances of failure. Should the repeated failures be the result of a design defect, the Proposer shall replace all involved equipment.

#### **7.6 Software and Hardware Replacement**

- 7.6.1 The Proposer is responsible, at its cost and expense, for the installation and support of software manufacturer-recommended enhancements for all the City equipment.
- 7.6.2 The Proposer is responsible for coordination with the original equipment manufacturer (OEM) or software developer(s) (if not the Proposer) during the Proposer's warranty period.
- 7.6.3 The Proposer will be required to provide a plan and methodology for each, and all, Enhancements that shall be subject to the City's approval. Any plan

must include, but not be limited to, timeliness, effect on service, testing and fallback options. If physical software/hardware equipment enhancements must be performed by the OEM, the Proposer shall be responsible for coordinating all aspects of the Enhancements and ensuring compatibility and continued performance, with all components of the new equipment.

## **8 Maintenance**

### **8.1 Overview**

The City plans to operate the new equipment for at least 10 years from Final Acceptance. The City's goal is to manage the new equipment, but have the Proposer provide warranty, telephone technical support, spare equipment, depot repairs and possibly component upgrades to allow the new equipment to reliably provide the operational features and functions over the life of the new equipment. The City has historically been a "self-maintained" radio facility. It is expected that this will continue to be the case.

### **8.2 Equipment Covered**

The City is self-maintained and may provide maintenance after expiration of warranty.

### **8.3 Service Technicians**

- 8.3.1 The Proposer shall include in the response a list of recommended qualifications for service technicians.
- 8.3.2 The Proposer shall outline the required courses to maintain the new equipment and the required refresh period for the training that will be required of the technicians.

### **8.4 Technical Support**

- 8.4.1 The City will require 24/7 telephone technical support. The Proposer shall outline the level, method, and location of the factory support that will be provided to the local service presence. The discussion should detail how issues are escalated and on what criteria those issues are escalated.

### **8.5 Monthly Service Meetings**

- 8.5.1 The City may, at its sole discretion, require a monthly meeting (in-person or virtual) with the Proposer to discuss the implementation of the Contract, to discuss specific radio repair issues and to resolve any outstanding radio repair issues.



## **8.6 Database**

- 8.6.1 The Proposer shall be responsible for providing an accurate database of all control stations, mobiles, portables and other associated equipment that is part of new equipment. The database should identify warranty start and end dates for all equipment. Such a database will be available to The City upon request electronically in Microsoft Excel format.

## **8.7 Depot Repair**

- 8.7.1 The City will require equipment to be repaired within twenty (20) Business Days from receipt of the equipment at the Depot Service location.
- 8.7.2 Proposer will pay for all out-going shipping required for Depot Repair. Proposer shall also pay the shipping back to the City facility.

## **8.8 Timeline**

- 8.8.1 Proposer shall provide Maintenance Resources for ten (10) years after Final Acceptance.

## **8.9 Cost**

- 8.9.1 Proposer shall provide pricing for all Maintenance Resources, in one (1) year increments, for a total of ten (10) years after Final Acceptance.
- 8.9.2 Proposer shall provide itemized pricing for all equipment covered by Depot Repair in one (1) year increments, for a total of ten (10) years after Final Acceptance.

## **8.10 Obsolescence**

- 8.10.1 If any new equipment component is not repairable and/or discontinued, and spare parts are no longer available during the first 10 years from Final Acceptance, the Proposer will replace the new equipment component and any affected new equipment components with components of equal or better quality and functionality at no cost to The City.
- 8.10.2 The Proposer shall indicate on the spares list the expected life of each spare.

### **8.11 Spares**

- 8.11.1 The spares will be used in the case of corrective maintenance. The Proposer must indicate on the list of spare equipment whether Depot Repair supports the item.
- 8.11.2 The Proposer shall notify The City twelve (12) months prior to a component on the new equipment being discontinued. No new equipment component shall be discontinued in the first three (3) years after Final Acceptance.
- 8.11.3 The Proposer shall supply a list of all recommended test equipment that The City will utilize to perform maintenance on the new equipment. Test equipment shall be identified as pertaining to subscriber radios, accessories, or both.
- 8.11.4 The Proposer shall provide a list of hardware and software, other than spare parts and test equipment, required to manage and maintain the new equipment and ensure interconnectivity is functioning properly.

### **8.12 Scheduled Maintenance**

- 8.12.1 The City shall undertake a preventative scheduled maintenance program for the inspection and evaluation of the new equipment. However, the City may desire to implement a hybrid approach for maintaining the new equipment. To that end, Proposer shall detail scheduled maintenance partnering options for the City's consideration.
- 8.12.2 The Proposer shall provide a list of equipment that requires preventative maintenance.
- 8.12.3 The Proposer must describe the scheduled preventive maintenance for monthly, quarterly, bi-annual, and yearly maintenance for the new equipment.

### **8.13 Corrective Maintenance**

- 8.13.1 The City will perform all corrective maintenance. It is expected the maintenance technical training with telephone support will provide the necessary skills to diagnose and repair all issues on the new equipment via spares located in the City's possession.
- 8.13.2 Proposer shall detail any and all additional maintenance partnering options for the City's consideration.

**9 RFP Schedule**

The City provides the following tentative schedule for this RFP; Proposers should note that this schedule is subject to change at the sole discretion of the City of San Diego.

Activity	Date
RFP Released	November 3, 2020
Deadline for Submission of Questions	November 23, 2020
Deadline for Submission of RFP Proposals	December 14, 2020
Demonstrations / Oral Interviews	February/March 2021
Intent to Award Issued	April 2021
City Council Review	June/July 2021
Contract Executed	August 2021

**EXHIBIT C – GENERAL CONTRACT TERMS AND PROVISIONS**

Please see attached.



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

**ARTICLE I  
SCOPE AND TERM OF CONTRACT**

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

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

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

**ARTICLE II  
CONTRACT ADMINISTRATOR**

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### **EXHIBIT D - SPECIAL CONTRACT PROVISIONS**

1. **Click-wrap Licensing.** Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Agreement, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Agreement shall supersede and govern the license terms between Customers and Vendor.
2. **Most-favored Customer.** If Contractor, at any time during this Agreement, routinely enters into agreements with other governmental customers, and offers the same or substantially the same products/services offered to the City on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to the City, Contractor shall notify City within ten (10) business days thereafter of that offering and this Agreement shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein the Contractor shall provide the same prices, warranties, benefits, or terms to the City. The City shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, Contractor shall within ten (10) business days notify the City in writing, setting forth the detailed reasons the Contractor believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. The City, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Agreement between the City and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to the City.
3. **Data Dump.** Upon Agreement expiration or termination of the Agreement, Contractor will immediately provide to the City electronic copies of the data collected and recorded. Data format will be agreed upon by both City and Contractor, but at a minimum, data records will be provided in ASCII comma, separated value (csv) format, with binary images in TIFF, JPG, or PDF format.
4. **Financing.** At its sole discretion, the City reserves the right to enter into a financing arrangement with the successful Contractor for the provision of any Product(s) or good(s) available under this Contract. Contractor acknowledges that such a written financing arrangement may be agreed-to between the Parties for such Product(s) or good(s), at any time throughout the duration of the Contract. Notwithstanding the foregoing, the City further reserves the right to source its own financing partner for Product(s) or good(s) available under this Contract, at its sole discretion.
5. **Physical Goods.** In the case of physical goods ((e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise accepted by the City, in writing, be new, unused, and not refurbished, and include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use.
6. **Industry Standards.** Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the Contractor,

provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

7. Manuals. Unless otherwise specified or superseded herein, each product delivered under the Agreement, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any product item offered hereunder.

8. Inspection & Testing. All Products sold pursuant to this RFP shall be subject to inspection/testing by or at the direction of the City, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the Contractor.

9. Price Sheet Updates. As technology progresses over the course of the Agreement, the successful Contractor may update the existing Price Sheet with newer technology and/or products, conforming to the prevailing pricing discounts afforded to each product category. Any variance to the specifications or performance of products offered pursuant to this RFP shall be acceptable to the City only insofar as it meets or exceeds the specifications and requirements of this RFP.

10. City Discount. The minimum discount for all products and services will be the percentage off Manufacturer's Suggested Retail Price ("MSRP"), as specified in Exhibit E, Pricing Sheet.

11. City Price. In the event that the City intends to purchase goods or services in volume under this Agreement, the City may negotiate more advantageous pricing or participate in promotional offers. In such event, a copy of better offerings shall be furnished to the City upon request.

12. Promotional Offers. Contractor will automatically apply to quotations, and make available to City, any and all temporary or permanent promotional offers, discounts and/or special pricing for hardware and commodities available under this Agreement.

13. Shipping and Handling Fees. The price to the City under the resulting Agreement shall include all shipping and handling fees. Shipments will be Free On Board the City's destination. No additional fees shall be charged to the City for standard shipping and handling. If the City requests expedited or special delivery, the City will be responsible for any charges for expedited or special delivery.

14. Restocking Fees. No restocking fees will be charged to the City in the event of a product return.

15. Insurance Requirements. The insurance requirements herein supersede the insurance requirements in Exhibit C, General Contract Terms and Conditions.

- a. Contractor must have the following insurance and coverage minimums:
  - i. General liability insurance with a Single Occurrence limit of at least \$1,000,000, and a General Aggregate limit of at least two times the Single Occurrence limit.
  - ii. Product liability insurance with a Single Occurrence of at least \$1,000,000 and a General Aggregate limit of at least two times the Single Occurrence limit for all products.

- iii. Property Damage or Destruction insurance is required for coverage of City-owned Hardware and equipment while in the Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways. E.g., under an Inland Marine policy, as part of Automobile coverage, or under Garage Keepers policy. In any event, the coverage must be specifically and clearly listed on insurance certificate(s) submitted to the City.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this RFP, and for any extensions thereof, plus the days/months required to deliver any outstanding order after the close of the contract period.
- c. Original insurance certificates must be furnished to the City upon request, showing Contractor as the insured and showing coverage and limits for the insurance listed above.
- d. If any products or Hardware or Service(s) will be provided by Parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by City, a separate insurance certificate must be submitted for each such party.
- e. City reserves the right to contact insurance undertakers to confirm policy and certificate issuance and document accuracy.

**EXHIBIT E - PRICING SHEET**

**1. Core Wireless Communications Products:**

Core categories are provided for Proposers in the Tables below. Proposers should refer to Exhibit F, section 3 for guidance on hardware that qualifies for each tiered category below.

The City has Estimated the quantities of each category of hardware it intends to purchase over the course of the contract. (Proposers should note, these volumes are provided as guidance only, the City reserves the right to amend volumes purchased at its sole discretion.)

Table 1. Estimated volumes of Core Products

Category	Portables	Mobiles	Control Stations
Tier 1	105	20	5
Tier 2	200	100	5
Tier 3	4300	1800	25
Totals	4605	1920	35

Proposers should provide a unit price for each of their proposed Core Products:

Table 2. Unit Price for Core Products

Category	Portables	Mobiles	Control Stations
Tier 1	\$	\$	\$
Tier 2	\$	\$	\$
Tier 3	\$	\$	\$

Proposers should provide an annual cost to maintain and support each of the proposed units of hardware.

Table 3. Annual Maintenance and Support Costs for each Core Product

Category	Portables	Mobiles	Control Stations
Tier 1	\$	\$	\$

Tier 2	\$	\$	\$
Tier 3	\$	\$	\$

Proposers should confirm product codes, number of warranty years provided at purchase, a product description, the MSRP price, and the City discount-off of MSRP for each of the core products proposed.

Table 4. Core Product Details

ID	Category	Product Code	No. of Warranty Years Standard	Product Description	MSRP (\$)	City Discount (% off MSRP)
1	Portable Radio – Tier 1					
2	Portable Radio – Tier 2					
3	Portable Radio – Tier 3					
4	Mobile Radio – Tier 1					
5	Mobile Radio – Tier 2					
6	Mobile Radio – Tier 3					
7	Control Station – Tier 1					
8	Control Station – Tier 2					

**2. Non-core Wireless Communications Products:**

Proposers are requested to supply product descriptions, products codes, and applicable discounts per product *exactly* according to the table provided below (within each of the designated categories). Additional space is provided for Proposers to add further categories, as may be necessary.

Table 5 – Non-core Wireless Communications Products Pricing

ID	Category	Product Code	Product Description	MSRP (\$)	City Discount (% off MSRP)
9	List Portable Radio Accessories				
10	List Mobile Radio Accessories				
11	List Control Station Accessories				
12	Software Licensing - Portables				
13	Software Licensing - Mobiles				
14	Software Licensing - Control Stations				
15	Software Upgrades - Portables				
16	Software Upgrades - Mobiles				
17	Software Upgrades - Control Stations				
18	Applications - Portables				
19	Applications - Mobiles				
20	Applications - Control Stations				
21	Programming Hardware/Software - Portables				
22	Programming Hardware/Software - Mobiles				
23	Programming Hardware/Software - Control Stations				

24	Services – Subscriber Radio Provisioning				
25	Services – Training				
26	Services - Maintenance				

**3. Related Wireless Communications Third-Party Products (optional):**

Proposers may populate the following table with third-party products that may be relevant to their product offering, and per the requirements described within this RFP.

Table 6 - Related Third-Party Products Pricing

ID	Category	Product Code	Product Description	MSRP (\$)	City Discount (% off MSRP)

**4. Financing Option (optional\*)**

Proposers may provide a financing proposal for the equipment, either through direct financing or through a third-party partner. Financing proposals should include:

- a. Name of entity offering financing;



- b. Proposed interest rate(s) or formula to acquire interest rate;
- c. Proposed term(s);
- d. Estimated amortization schedule(s);
- e. Any additional notes or stipulations; and
- f. Term sheet with key financing terms and/or draft financing agreement.

\*NOTE: Section 4 (“Financing Option”) is optional. Proposers are not required to provide a financing option, and the response (if any) to section 4 will not be considered as part of the RFP evaluation.

**EXHIBIT F - SPECIFICATIONS**

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## **1 Introduction**

The City of San Diego (“City”) seeks proposals from potential providers for the provision of Radio Communication, Emergency Response and Mobile Interoperability Equipment and Supporting Services (hereinafter, the “Goods and Services”).

The hardware and supporting services arising from this Request for Proposals (RFP) will enable the City to continue to provide best-in-class wireless communications services to its First Responders, with high levels of availability.

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

1. Radios and wireless communications equipment, and
2. Warranty and training services for the aforementioned equipment

Proposers should note that the requirements set forth in this document describe the City’s intent to ensure that all wireless communications systems maintain an exceptionally high level of availability, that no disruption to these critical services will be tolerated, and that the resulting system will retain seamless integration with the regional interoperability standards required (Proposers should review Exhibit B – Statement of Work for further details).

This RFP is intended to result in an Agreement for Goods and Services for an initial ten (10) year term, with two (2), two-year renewal options, to be awarded at the sole discretion of the City.

## **2 Hardware Specifications**

The City has determined that Proposers' goods and services should meet the minimum specifications and requirements expressed in this RFP.

The City has provided its minimum required specifications for hardware and radios herein, inclusive of the City's required P25 and agency interoperability requirements. Proposers should ensure that they confirm that their Proposed Equipment adequately meets the City's specifications and disclose any exceptions therein within their response to this RFP.

### 3 Subscribers

#### 3.1 Overview

- 3.1.1 In support of public safety radio system operations, the City requires the Proposer to offer a range of subscriber radio equipment and accessories, providing a performance range from highest quality, highest duty rating, and highest performance electronic components down to less fully featured, less mission-critical end user devices.
- 3.1.2 Rather than limit the Proposer to a set of detailed equipment specifications for each item to be provided, the City expects the Proposer to offer the equipment, and then support that offering with extensive and detailed supporting information.
- 3.1.3 The radios shall be able to transmit and receive on any of the 700/800 MHz channels licensed to the City, as well as all analog and digital emissions authorized for use. Proposer shall also offer a tier of radios that are multi-band capable, as detailed in this RFP specification.

#### 3.2 Price Structure

- 3.2.1 Pricing is to be submitted in the form of the catalog of available models, options, optional features, and accessories at list price less a stipulated discount.
- 3.2.2 Subscriber radio equipment and accessories may only be ordered and delivered when directed by the City. Proposer shall provide ordering lead times for all subscriber radios and accessories, ensuring equipment is available according to the project schedule.
- 3.2.3 The City shall not be required to commit to the purchase of any initial quantity of units as a requirement for preserving discounted pricing of the subscriber equipment or any other ancillary equipment and services.
- 3.2.4 Options
  - 3.2.4.1 The Proposer shall include a price list of accessories, optional features, and optional equipment available. This listing shall become part of the price list and shall be used by the City for ordering the desired combinations. Descriptive literature fully describing each option must be included.
- 3.2.5 Quantities

3.2.5.1 The City anticipates that it will need the following estimated quantities of 700/800 MHz subscriber radio equipment. These numbers only reflect preliminary numbers and may change by the time orders are placed. The City reserves the right to change the total quantity and the individual quantities of radios at any time during the contract without any changes to the prices offered by the Proposer.

Category	Portables	Mobiles	Control Stations
<b>Tier 1</b>	105	20	5
<b>Tier 2</b>	200	100	5
<b>Tier 3</b>	4300	1800	25
<b>TOTALS:</b>	<b>4605</b>	<b>1920</b>	<b>35</b>

Table 3-1: Estimated Radio Quantities, by Category

3.2.6 The City anticipates that depending upon the application, radio type and configurations will vary. The Proposer shall provide the City with a list of potential radios that can be provided from more feature rich to more simplistic in operation. The City envisions that radios in the various agencies and services shall be configured as closely as possible. Exceptions will exist due to the unique nature of the agencies and services that exist.

### 3.3 General Requirements

#### 3.3.1 Radio Tier

3.3.1.1 The Proposer is required to offer three (3) tiers of radios for mobiles and portables and at least two (2) tiers for control stations. Sections 3.3.1.2 through section 3.3.1.4 describe the general characteristics required of all radios being purchased to operate on the City’s Radio System — portables, mobiles, and control stations. Section 3.4 provides general required functionality of all radios being purchased to operate on the City’s Radio System — portables, mobiles, and control stations.

#### 3.3.1.2 Tier 1

3.3.1.2.1 The low-tier radio shall be focused on basic operations, primarily used for non-public safety such as public works and transportation. The radio shall have the Basic Features listed in Section 3.4.2 below.

#### 3.3.1.3 Tier 2

3.3.1.3.1 The mid-tier radio shall be focused on basic public-safety operations. The high-quality radio shall operate with Basic Features listed in Section 3.4.2 and Advanced Features listed in Section 3.4.3 below.

3.3.1.4 Tier 3

3.3.1.4.1 The high-tier radio shall represent the Proposer's most capable radio and at a minimum provide Basic Features listed in Section 3.4.2 and Advanced Features listed in Section 3.4.3 Enhanced Features listed in Section 3.4.4 listed below.

### 3.4 Radio Description

3.4.1 The Proposer shall provide state-of-the-art, robust, public-safety-grade radios. Radios shall provide the following features, by tier, at a minimum. The following features are minimum requirements for each offered tier.

#### 3.4.2 Basic Features

3.4.2.1 Frequency Bands

3.4.2.1.1 700/800 MHz

3.4.2.2 Protocols

3.4.2.2.1 Analog Conventional

3.4.2.2.2 TIA/EIA Project 25 Phase 1, Conventional

3.4.2.2.3 TIA/EIA Project 25 Phase 1, Trunked

3.4.2.2.4 TIA/EIA Project 25 Phase 2, Trunked

3.4.2.3 Subscriber User Interfaces and Indications

3.4.2.3.1 All subscribers shall provide the following control capabilities:

3.4.2.3.2 On/Off for Primary Power to the Radio Set

3.4.2.3.3 On/Off Power Switch (Rotary Knob 355-Degree Turn Limit)

3.4.2.3.4 Talk Group Selector (Rotary Knob 355-Degree Turn Limit)

3.4.2.3.5 Programmable Three-Position Selector Switch

3.4.2.3.6 Power On Indicator



- 3.4.2.3.7 Transmit Indicator
- 3.4.2.3.8 Receive Indicator
- 3.4.2.3.9 Volume Control (Rotary Knob 355-Degree Turn Limit)
- 3.4.2.3.10 Volume Control for External Speakers
- 3.4.2.3.11 Alphanumeric Display – 12 Character minimum (all characters used for zone/talkgroup identification as needed)
- 3.4.2.3.12 Conventional, trunked, analog, and digital in the same bank/zone
- 3.4.2.3.13 Emergency Switch
- 3.4.2.3.14 Menu Backlight Function
- 3.4.2.4 Status Tones
  - 3.4.2.4.1 System Busy
  - 3.4.2.4.2 Callback when Channel is Available
  - 3.4.2.4.3 Trunking Controller Failure
  - 3.4.2.4.4 Time-Out Time Operation
  - 3.4.2.4.5 Access to System Denied
  - 3.4.2.4.6 Out-of-Range of Trunked System
- 3.4.2.5 Subscriber User Interfaces
  - 3.4.2.5.1 Method to Move between Protocols
  - 3.4.2.5.2 TX Timeout Timer
  - 3.4.2.5.3 Multiple Trunked System Capacity
  - 3.4.2.5.4 Conventional Channel Capacity
  - 3.4.2.5.5 Simplex Channel Capacity
  - 3.4.2.5.6 Channel Capacity – 500 minimum
  - 3.4.2.5.7 Talk Group Radio Organization
- 3.4.2.6 Scan Capabilities
  - 3.4.2.6.1 Number of Groups

- 3.4.2.6.2 Priority Scan Operation
- 3.4.2.6.3 Priority Scan Selection
- 3.4.2.6.4 Scan Range/Groups
- 3.4.2.6.5 Scan Group Disable
- 3.4.2.6.6 Scan Hang Time
- 3.4.2.7 Emergency Alert
- 3.4.2.8 Emergency Call
- 3.4.2.9 Priority Call
- 3.4.2.10 Priority Call Pre-Emption
- 3.4.2.11 Embedded Legacy Signaling
- 3.4.2.12 System Busy and Queue
- 3.4.2.13 System Queue Callback
- 3.4.2.14 Recent User
- 3.4.2.15 Out-of-Range Indication
- 3.4.2.16 Selective Alerting
- 3.4.2.17 Radio TX Disabling
- 3.4.2.18 Radio Suspend and Kill
- 3.4.2.19 Radio Enabling
- 3.4.2.20 Radio Selective Listening
- 3.4.2.21 Radio-to-Radio Selective Call
- 3.4.2.22 UID Identification
- 3.4.2.23 Telephone Interconnect
- 3.4.2.24 Local Radio Programming
- 3.4.2.25 Batch Cloning Capability
- 3.4.2.26 Conventional Fallback
- 3.4.3 **Advanced Features**

- 3.4.3.1 Frequency Bands, **Additional Multi-Band functionality**
  - 3.4.3.1.1 VHF High Band, 150 MHz – 174 MHz
  - 3.4.3.1.2 UHF, 450 MHz – 512 MHz
- 3.4.3.2 Internal Bluetooth Capability
  - 3.4.3.2.1 Encrypted Bluetooth connectivity (optional)
- 3.4.3.3 Encryption – AES
- 3.4.3.4 Encryption – DES/DES-OFB
- 3.4.3.5 Over the Air Rekeying (OTAR) (optional)
  - 3.4.3.5.1 The Proposer should list all software, hardware and licensing required for both the subscriber and the rekeying device and/or infrastructure.
- 3.4.3.6 DTMF Keypad
- 3.4.3.7 Channel Capacity – 1000 minimum
- 3.4.3.8 Programmable Alphanumeric Display – 2 lines, 12 characters per line minimum (all characters used for zone/talkgroup identification as needed)
- 3.4.3.9 Status Messaging
- 3.4.3.10 Text Messaging
- 3.4.3.11 **AVL/GPS Capable**, with or without a lapel microphone. Coordinates displayable on the radio screen.
- 3.4.3.12 Over-the-Air Programming (OTAP) via P25 Radio System (optional)
  - 3.4.3.12.1 The Proposer should list all software, hardware and licensing required for both the subscriber and the OTAP device and/or infrastructure.
- 3.4.3.13 Over-the-Air Programming (OTAP) via Wi-Fi (optional)
  - 3.4.3.13.1 The Proposer should list all software, hardware and licensing required for both the subscriber and the OTAP device and/or infrastructure.
- 3.4.4 **Enhanced Features**

- 3.4.4.1 LTE Band 14 Compatibility
- 3.4.4.2 Optional Enhanced Data (mobile only)
  - 3.4.4.2.1 Radio Interface Port
  - 3.4.4.2.2 Protocol Supported
  - 3.4.4.2.3 Data Speeds
  - 3.4.4.2.4 Typical Applications
- 3.4.5 Radio Functionality
  - 3.4.5.1 The Proposer shall describe the following with regards to each of the tier radio being offered.
  - 3.4.5.2 Programming
    - 3.4.5.2.1 Radio programming must require a hardware-based system key(s) to program any trunked mode. No software-based system keys may be created for City of San Diego radio networks.
    - 3.4.5.2.2 Radio must have the ability to be upgraded with optional features not initially chosen at the time of purchase. These upgrades must be added through computer programming software.
    - 3.4.5.2.3 Interface Methods (local, Wi-Fi, OTAP, etc.)
    - 3.4.5.2.4 Tuning and Alignment Capabilities
    - 3.4.5.2.5 Adding Additional Channels or Sites
  - 3.4.5.3 User Operation
    - 3.4.5.3.1 Compatibility across Tiers of Radios
    - 3.4.5.3.2 Compatibility across Mobiles/Portables/Control Stations
  - 3.4.5.4 Audio Performance
    - 3.4.5.4.1 General Microphone and Speaker Characteristics
    - 3.4.5.4.2 Vocoder Performance in High-Noise Environments
  - 3.4.5.5 RF Specifications
    - 3.4.5.5.1 The Proposer shall provide radios and accessories that are type accepted and that operate effectively in a congested spectrum

environment and that are tolerant of normal to high levels of RF noise. Describe the following specifications of each radio that will be offered:

- 3.4.5.5.2 TX Frequency Range
- 3.4.5.5.3 RX Frequency Range
- 3.4.5.5.4 Power Requirements
- 3.4.5.5.5 Operating Temperature (Full Performance)
- 3.4.5.5.6 Humidity
- 3.4.5.5.7 Duty Cycle
- 3.4.5.5.8 Shock and Vibration
- 3.4.5.5.9 TX Modulation
- 3.4.5.5.10 TX RF Output Power
- 3.4.5.5.11 Low Power
- 3.4.5.5.12 High Power
- 3.4.5.5.13 TX Frequency Stability
- 3.4.5.5.14 TX FCC Emission Designators
- 3.4.5.5.15 TX Audio Distortion
- 3.4.5.5.16 TX Spurious and Harmonic Signals
- 3.4.5.5.17 TX FM Hum and Noise
- 3.4.5.5.18 RX Frequency Range
- 3.4.5.5.19 RX Sensitivity
- 3.4.5.5.20 RX 12 dB SINAD
- 3.4.5.5.21 RX 20 dB Quieting
- 3.4.5.5.22 RX Digital Bit Error Rate
- 3.4.5.5.23 RX Selectivity
- 3.4.5.5.24 RX Spurious and Image Rejection
- 3.4.5.5.25 RX Intermodulation

- 3.4.5.5.26 RX Adjacent Channel Rejection
- 3.4.5.5.27 RX Audio Response
- 3.4.5.5.28 RX Audio Output, Internal Speaker
- 3.4.5.5.29 RX Frequency Stability
- 3.4.5.5.30 RX Intermodulation Rejection
- 3.4.5.6 Physical Characteristics
  - 3.4.5.6.1 The Proposer shall provide state-of-the-art, robust, public-safety-grade radios. Describe the following specifications of each radio that will be offered:
    - 3.4.5.6.2 Mechanical Specifications
    - 3.4.5.6.3 Physical Specifications
    - 3.4.5.6.4 Form Variations
    - 3.4.5.6.5 MIL Standards
    - 3.4.5.6.6 **Intrinsically Safe**
    - 3.4.5.6.7 Electrical Specifications
    - 3.4.5.6.8 Battery Life (Portable Only)
    - 3.4.5.6.9 Operating Temperature-30 C to +60 C

### **3.5 Mobiles**

- 3.5.1 This section further defines the characteristics required of the mobiles that the City is requiring.
- 3.5.2 Configuration
  - 3.5.2.1 For the specification pricing, each mobile radio shall consist of the dash mounted radio unit, 3 dB roof-mounted antenna, external speaker, and all necessary hardware, materials, labor and programming necessary for a complete, working installation (i.e. closed coil on antennas, elevated feed, coax cut to length, etc.).
  - 3.5.2.2 Additional installation pricing will be based upon the various type of units listed in the vehicle class and installation type. The Proposer will quote the cost of each in accordance with the table in the following pages.

- 3.5.2.3 Mobile radios shall be offered in several varieties including dash mount, remote, mount with control head and remote mount with dual control heads.
- 3.5.2.4 Mobile radios shall also offer a handheld control head.
- 3.5.2.5 Describe how a radio is offered as a remote mount and how a dash mount can be converted to a remote mount and/or converted back to a dash mount. Include any additional parts that may be required.
- 3.5.3 Physical Characteristics
  - 3.5.3.1 Meet or exceed current MIL-STD-810 for high and low temperature, vibration, shock, dust, humidity, driven rain, and solar radiation.
  - 3.5.3.2 Die-cast construction of radio chassis is required. Metal covers, while not required, are desirable. The chassis shall be made of plated or painted steel or aluminum of sufficient gauge to provide for adequate protection in a mobile environment.
  - 3.5.3.3 The cabling shall be constructed so that frequent exposure to typical automotive liquids such as hydraulic fluids and petroleum-based oils or typical automotive vibration or shock does not cause the cable to degrade beyond operational use.
  - 3.5.3.4 The radios shall provide long-term reliability and functionality in a public safety environment. The radios shall operate in environments with high RF energy, DC input voltage fluctuations, noise introduced in the DC line, typical temperature fluctuation, and exposure to dust, dirt, moisture, and shock.
- 3.5.4 Installation Requirements
  - 3.5.4.1 An acceptable mobile radio shall operate without degradation with voltages ranging from 11.5 to 14.8 VDC.
  - 3.5.4.2 All power and ground leads must run directly to battery with only specific soldered connections.
  - 3.5.4.3 There must be a separate fuse on the ground lead of the installation.
  - 3.5.4.4 All radios and accessories must be able to be turned on and off via a common ignition switch. The ignition switch sense cable must be fused.
  - 3.5.4.5 A separate fuse lead is required running directly to the battery for dual remote head installations.

- 3.5.4.6 Radio, microphone clips, control heads and remote heads must be a grounded per manufacturers specification.
- 3.5.4.7 All power modes must not allow long-term battery to drain when the radio switch or ignition switch is set to the off position.
- 3.5.4.8 The radio set shall be equipped with suitable reverse polarity protection to avoid damage if the radio or battery is incorrectly installed. The mobile radio shall be protected against source voltages above 14 VDC and operate at source voltages as low as 11 VDC without "motor-boating" or emitting any spurious emission or loss of programming.
- 3.5.4.9 Be capable of use in positive ground vehicles with the installation of an inverter.
- 3.5.4.10 Some installations use a David Clark or other interface for communications with the rear cab control. Some vehicles require a Molex connector to communicate with the David Clark.
- 3.5.4.11 Some vehicles will require unique mounting configurations and electrical system interfaces, including 24 VDC to 12 VDC converters and battery switches.
- 3.5.4.12 Large trucks have fabricated special front bezels to hold the loose-fitted radios securely in the console pocket.
- 3.5.5 Antenna System
  - 3.5.5.1 The basic mobile antenna system shall consist of a 3 dB antenna, mount, transmission line and connectors.
  - 3.5.5.2 Multiband mobile antennas shall be included to support multi band mobile radios being offered.
  - 3.5.5.3 Connectors on the cable must mate directly with the radio. The use of adapters will not be accepted.
  - 3.5.5.4 Other required antenna features are:
    - 3.5.5.4.1 The antenna radiating element shall be removable and replaceable without disturbing the mount.
    - 3.5.5.4.2 Stainless steel radiating element
    - 3.5.5.4.3 Aluminum and plated steel base
  - 3.5.5.5 Above and beyond the basic mobile antenna, Proposer shall provide the following additional antenna options:



- 3.5.5.5.1 3 dB Collinear Roof or Trunk Mount Antennas
- 3.5.5.5.2 3 dB on Glass Stealth Antenna
- 3.5.5.5.3 Unity Gain Low Silhouette Antenna
- 3.5.5.5.4 Transit Style Antenna
- 3.5.5.6 Additional specialty antennas may be required for vehicles currently owned by the City or purchased for use in the future. Proposer shall provide a complete list of specialty antennas available for purchase, as well as a process to approve and add specialty antennas as required.
- 3.5.5.7 Antenna cable
  - 3.5.5.7.1 Low-loss cable, minimum 95% shield.
  - 3.5.5.7.2 The Proposer shall wrap all exposed cable in flexible tubing and attach with a solid wire and fasteners to a secure location. All cables should be attached to a secure location within 2 inches of the cable termination point. The length of the cable should allow for slight movement and placement of the Equipment. In no case shall the wire be coiled. The Proposer shall use low-loss Teflon antenna cable, and all connectors shall be soldered to the cable.
- 3.5.5.8 There are certain classes of vehicles that will require special antennas, such as elevated feed and transit antennas. Proposer shall provide a complete list of all available antennas that may be used with the mobile radio.
- 3.5.6 Accessories Options
  - 3.5.6.1 The Proposer shall provide additional accessories for the various services using the mobile radio. The accessories should include:
    - 3.5.6.2 Water-Resistant Heavy-Duty Microphone (Standard and DTMF)
    - 3.5.6.3 Water Resistant Headset for Use Outside the Vehicle
    - 3.5.6.4 Noise Canceling Microphone (Standard and DTMF)
    - 3.5.6.5 Bluetooth Capability
    - 3.5.6.6 Aux Microphone Connector for Headsets
    - 3.5.6.7 Waterproof Speakers for Use Outside the Vehicle

- 3.5.6.8 GPS and antenna to support AVL services
- 3.5.6.9 Describe the other accessories that the Proposer shall provide for each radio for a transportation agency.
- 3.5.6.10 The mobile shall have the ability to use third-party accessories. Describe the accessories kits that are available to allow third-party suppliers. Provide a list of third-party suppliers that supply accessories for the mobile radio.

Install Type	Mobile Install Time	Installs Per Day	Vehicle Class Description
<b>POLICE VEHICLE TYPES</b>			
Remote Mt Standard	3 hrs	3-4	SUV
Remote	4 hrs	3	Electric Vehicle sedan
Remote Mt	5 hrs	2-3	Undercover vehicles
Dash Mt Special	8 hrs	1	Command RV/Truck
Remote Mt Dual Head	10 hrs	1	Command RV/Truck
Dash Mt Special	8 hrs	1	Boat/Vessel
Dash Mt Special	3 hrs	3-4	Motorcycles
<b>FIRE/LIFEGUARD VEHICLE TYPES</b>			
Remote Mt Special Dual Head	24 hrs		Engine/Heavy rescue
Remote Mt Special this takes 7 radios	160 hrs		Suburban/BC
Remote Mt Special	6 hrs	1	Brush rig
Remote Mt Special	3 hrs	5-6	SUV
Remote Mt Special	16 hrs	4-5	LG Vehicles (all Toyota models)
Remote Mt Special	8 hrs	1	LG Boat/Fire
<b>OTHER VEHICLE TYPES (i.e. street sweepers, trash trucks)</b>			
Dash Mt Special	3 hrs	4-5	Trash/sweeper
Dash Mt Special	3 hrs	4-5	Street/P&R
Remote Mt Special	5 hrs	2-3	Park Ranger

Table 3-2: Vehicle Class Descriptions

### 3.6 Portables

- 3.6.1 This section further defines the characteristics of the portables that the City is requiring.
- 3.6.2 Configuration

- 3.6.2.1 Portable unit pricing should include the antenna, base radio, **twelve-hour** battery, single unit charger, and initial programming.
- 3.6.3 Physical Characteristics
  - 3.6.3.1 Portable Environment
    - 3.6.3.1.1 The portable radio shall meet or exceed the current MIL-STD-810 and shall be sealed against dust, dirt, moisture, and water.
    - 3.6.3.2 The chassis shall be constructed of a high-impact material. Portable radio housings must meet or exceed the EIA drop test requirements. The case shall be sealed so that the internal circuitry is protected from dust, moisture, and splashing water with or without the battery connected. Portables shall have an engraved or stamped multi-digit unique serial number applied to each unit. These shall be of such type, and located in such a position, that their removal or alteration is difficult to do.
    - 3.6.3.3 Housing
      - 3.6.3.3.1 The radio shall be enclosed in a high impact resistant material housing.
      - 3.6.3.3.2 The radio shall have the option of availability in colored material housing (i.e. orange, green, etc.).
    - 3.6.3.4 Survivability
      - 3.6.3.4.1 Portable radios offered for service in the specification must withstand a fall from a distance of one (1) meter onto a hard, bare concrete floor and suffer no damage externally or internally, regardless of the radio surface(s) contacting the floor, including the top.
      - 3.6.3.4.2 Each portable radio shall be weatherproof in that it will not be damaged by moisture or temperature extremes such as those experienced in fire and police use, including exposure to sunlight or driving rain, wet snow, and ice combined with freezing temperatures or extreme heat with high humidity without the protection of a carrying case or other covering.
    - 3.6.3.5 Operating Temperature
      - 3.6.3.5.1 The radio shall perform without degradation over the temperature range of -30 C to +60 C.
    - 3.6.3.6 Electrical/Power Source

- 3.6.3.6.1 The battery shall be a rechargeable lithium ion battery, which shall be quickly and easily removed. Battery life, based on a 5% transmit, 5% receive, 90% stand-by duty cycle, measured in accordance with EIA standards of audio output, shall be at least **twelve (12) hours**.
- 3.6.3.6.2 Each portable radio shall have one spare lithium ion battery.
- 3.6.3.6.3 The battery shall be encased in a high impact resistant plastic-like material and finished and colored to match the portable case.
- 3.6.3.6.4 Batteries shall be externally connected to the radio and shall be secured with an easily operated release that cannot be accidentally activated.
- 3.6.3.6.5 Proposer shall offer an Intrinsically Safe battery that is certified for use on the portable radio.
- 3.6.4 Antennas
  - 3.6.4.1 The antenna must screw into a connector on top of the radio making a waterproof connection.
  - 3.6.4.2 It must be a full-size device to maximize the transfer of RF energy from the transmitter into the atmosphere and pick up the greatest amount of signal possible that has been transmitted by other units.
  - 3.6.4.3 "Stubby" or other types of antennas that exhibit a negative gain are not acceptable.
  - 3.6.4.4 The antenna shall be flexible and covered with soft plastic or rubber with a blunt safety tip.
  - 3.6.4.5 Rigid or semi-rigid designs will not be accepted.
- 3.6.5 Accessories Options
  - 3.6.5.1 The Proposer shall provide additional accessories for the various services using the portable. The accessories should include:
    - 3.6.5.1.1 Water Resistant Headset
    - 3.6.5.1.2 Lapel Microphone with Emergency, and Volume Control
    - 3.6.5.1.3 Lapel Microphone with Emergency, Volume Control and GPS
    - 3.6.5.1.4 Lapel Bluetooth Microphone with Emergency, and Volume Control

- 3.6.5.1.5 Leather Carrying Case
- 3.6.5.1.6 Carrying Clip with a D Ring
- 3.6.5.1.7 Carrying Case with a Clip Suitable for Attaching the Radio to a Belt
- 3.6.5.1.8 Carrying Clip with a Case
- 3.6.5.1.9 Third-Party Accessories
- 3.6.5.2 Describe the other accessories Proposer will provide with each radio. The portable shall have the ability to use third-party accessories. Describe the accessories kits that are available to allow third-party suppliers. List third-party suppliers that supply accessories for the portable radio.
- 3.6.6 Battery Chargers
  - 3.6.6.1 Single Unit Charger
    - 3.6.6.1.1 The charger shall come equipped with a 115/120 AC 60 Hz line cord with standard grounded plug.
    - 3.6.6.1.2 The standard rate charger shall charge either a lithium ion battery alone, or the radio/battery combination in 16 hours or less from a totally discharged state. An indicator light shall indicate “charging” as well as “charging complete”.
    - 3.6.6.1.3 Proposer shall also offer a rapid rate charger that charges a lithium ion battery alone, or the radio/battery combination at a rate faster than the standard rate charger. Proposer shall indicate the charge time for the rapid rate charger from a totally discharged state. An indicator light shall indicate “charging” as well as “charging complete”.
  - 3.6.6.2 Multi-Unit Charger
    - 3.6.6.2.1 This charger shall perform the tasks and operate as the single unit rapid rate charger above except that it shall handle a minimum of 4 such units at the same time. All indicators shall be provided per lithium ion battery charging pocket so the charging state of each battery is easily discernible. This unit shall have a common AC plug and on/off switch for all charging pockets.
  - 3.6.6.3 Vehicular Chargers

- 3.6.6.3.1 The charger shall charge either a lithium ion battery alone, or the radio/battery combination in two hours or less from a totally discharged state.
- 3.6.6.3.2 The charger shall come equipped with an adapter for 12-volt DC power with cable. Provide an explanation of any additional capabilities the charger provides.

### **3.7 Control Stations**

#### **3.7.1 Configuration**

- 3.7.1.1 The Proposer shall provide both standalone tabletop and remote-control configurations. The antenna cabling and the remote-to-radio cable shall be provided separately.
- 3.7.1.2 Each control station system shall consist of a mobile type radio unit meeting the specifications for the mobile radios, an AC power supply specified herein, plus 3db outdoor antenna with an N-female connector and all necessary hardware, materials and labor needed for a complete and acceptable installation.

#### **3.7.2 Physical Characteristics**

- 3.7.2.1 The radio physical characteristics shall be the same as identified in section 3.5.3.
- 3.7.2.2 Operating Temperature
- 3.7.2.3 The radio shall perform without degradation over the temperature range of -30 C to +60 C.

#### **3.7.3 RF Specifications**

- 3.7.3.1 The transmitter and receiver specifications shall be the same as in the related subsections of section 3.5.

#### **3.7.4 Antenna**

- 3.7.4.1 The basic control station antenna shall be an omnidirectional, 3 dB gain, installed outside the location (roof or wall mount) of the control station.
- 3.7.4.2 Proposer shall also provide a directional antenna option that can be installed outside the location (roof or wall mount) of the control station.

#### **3.7.5 Accessories Options**

- 3.7.5.1 The Proposer shall offer additional control station accessories, including, but not limited to:
  - 3.7.5.1.1 Remote-to-Radio Audio Control Cable (per Foot)
  - 3.7.5.1.2 Remote Speakers
  - 3.7.5.1.3 Remote Deskset (up to 10)
- 3.7.5.2 Describe the other accessories that the Proposer shall provide for each control station for the City.
- 3.7.5.3 The control station shall have the ability to use third-party accessories. Describe the accessories kits that are available to allow third-party suppliers. List third-party suppliers that supply accessories for the control station.
- 3.7.6 Desk Sets and Interfaces – Physical Interface
  - 3.7.6.1 Display must be able to provide talk group information and incoming call information.
  - 3.7.6.2 Handset and speaker capability.
  - 3.7.6.3 Connections for extra amplified speaker.
  - 3.7.6.4 Individual volume control.
  - 3.7.6.5 Intercom capability between desk sets.
  - 3.7.6.6 Foot switch
  - 3.7.6.7 Headset
- 3.7.7 Desk Sets and Interfaces – Interface/Controller/Panel Capability
  - 3.7.7.1 Desk set to interface/controller/panel
    - 3.7.7.1.1 Remote capability up to 300 feet
    - 3.7.7.1.2 Up to 10 desk sets connection to interface/controller/panel to a single control station and interface.
  - 3.7.7.2 RF unit to Interface/Controller/panel
    - 3.7.7.2.1 Remote capability up to 300 feet
- 3.7.8 Desk Set Capabilities
  - 3.7.8.1 Change radio group from any desk set

- 3.7.8.2 Interface can either alias remote channels or import radio channel names from radio which the interface is connect to for display on desk set.
- 3.7.8.3 Display UID of transmitting radio
- 3.7.8.4 Proposer is to provide details of how their desk set interface a control stations, any limitation on the make and model of control stations. Proposer shall provide a list of other capabilities beyond those listed above that a standard desk set interface to a control station will provide.

### **3.8 Subscriber Licensing**

- 3.8.1 The Proposer is to provide all licensing costs that are associated with any of the Basic, Advanced, or Enhanced features. All licensing to enable the feature or function to operate at the various tiers should be included.
- 3.8.2 The Proposer should include a list and cost of all licensing associated with the use of a subscriber radio.

### **3.9 Subscriber Software Feature Upgrades**

- 3.9.1 The Proposer is to provide all software feature upgrade costs that are associated with any of the Basic, Advanced, or Enhanced features. All costs to enable the feature or function to operate at the various tiers should be included.
- 3.9.2 The Proposer should include a list and cost of all software feature upgrades available for the subscriber radios provided.

### **3.10 Subscriber Applications**

- 3.10.1 The Proposer is to provide all application costs that are associated with any of the Basic, Advanced, or Enhanced features. All costs to enable the applications to operate at the various tiers should be included.
- 3.10.2 The Proposer should include a list and cost of all applications available for the subscriber radios provided.

### **3.11 Subscriber Programming**



- 3.11.1 The Proposer should include a list and costs of all software and hardware required to program the proposed subscriber radios.
- 3.11.2 The Proposer should include a list and costs of all software and hardware required to modify the enable encryption of the proposed subscriber radios.

**3.12 Subscriber Radio Offering Documentation**

- 3.12.1 Provide datasheets and product descriptions for all subscriber radios offered for the City's Radio System. Provide documentation on a per-tier basis, as described in section 3.3.

**EXHIBIT G – ACRONYMS**

AES	Advanced Encryption Standard
ANSI	American National Standards Institute
ASR	Astro Site Repeater
AVL	Automatic Vehicle Locator
CPRA	California Public Records Act
CSV	Comma Separated Value
DES	Data Encryption Standard
DTMF	Dual Tone Multi Frequency
FCC	Federal Communications Commission
FDMA	Frequency Division Multiple Access
GPS	Global Positioning System
IRS	IntelliRepeater
IRS	Inland Revenue Service
LG	Life Guard
LTE	Long Term Evolution
MHz	Mega Hertz
MSRP	Manufacturer's Suggested Retail Price
OEM	Original Equipment Manufacturer
OTAP	Over The Air Programming
OTAR	Over The Air Rekeying
P25	Project 25
P&C	Purchasing & Contracting

PDF	Portable Document Format
PTT	Push to Talk Transaction
RF	Radio Frequency
RFP	Request for Proposal
SDFD	San Diego Fire Department
SDMC	San Diego Municipal Code
SDPD	San Diego Police Department
SINAD	Signal to Noise And Distortion ratio
SME	Subject Matter Expert
SSN	Social Security Number
STP	San Diego Sewage Treatment Plant
TDMA	Time Division Multiple Access
TIA	Telecommunications Industry Association
TIN	Taxpayer Identification Number
UHF	Ultra High Frequency
VHF	Very High Frequency