

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089896-22-W

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089896-22-W (Contractor).

RECITALS

On or about 4/1/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide a Fire-Rescue Geospatial Application as further described in the Scope of Work, attached hereto as Exhibit B. (Fire-Rescue Geospatial Application).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

1.3 Contract Administrator. The Fire-Rescue Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Alyssa Ross, Program Manager
600 B Street, 13th Floor, San Diego, CA 92101
619-533-4308
ARoss@sanidiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of 5 years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$525,000.00. *BAC*
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

Intterra, LLC

Proposer

3740 Dacoro Lane, Suite 200

Street Address

Castle Rock, CO 80109

City

720-710-8747

Telephone No.

Robert.Edson@IntterraGroup.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca

Director, Purchasing & Contracting
Department

September 30, 2022

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Brian Collins

Print Name

CEO

Title

28 April 2022

Date

Approved as to form this 11 day of

October, 2022.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

DCA Lara Easton

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

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

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

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

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

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

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

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

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

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

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

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Demonstration. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to provide a demonstration. Demonstration presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The demonstration presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their demonstration presentation within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the demonstration presentation and interview of the key personnel.

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

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection

will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Functional Requirements.	30
1. Ability to meet the functional requirements as an existing functionality.	
2. Ability to meet functional requirements with new functionality.	
C. Firm's Capability to provide the services and expertise and Past Performance.	10
1. Relevant experience of the Firm and subcontractors.	
2. Previous relationship of firm and subcontractors on similar projects.	
3. Specific experience on Multi-Protocol Label Switching (MPLS) networks.	
4. Other pertinent experience.	
5. Location in the general geographical area of the project and knowledge of the locality of the Project.	
6. Past/Prior Performance.	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner.	
8. Reference checks.	
D. Price.	10
E. Mandatory Demonstration/Presentation.	30
1. Equipment	
2. Software	
3. Support Model	
4. Real Time Operation	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. Reserved.

5. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

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

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City of San Diego Fire-Rescue Department's (SDFD) is seeking responses to a Request for Proposals (RFP) to provide a single technology solution for a Fire-Rescue Geospatial Application (FRGA).

The requested FRGA will support SDFD's needs for a geospatial application for planning, mitigation, response, and recovery to all-hazard emergency incidents. The FRGA shall provide situational awareness, display resource strength and coverage, provide access to emergency incident intelligence, provide planning tools for structure responses, special events, and wildland incident preplanning, and support community risk reduction efforts for wildland urban interface defensible space code enforcement and home risk assessment.

SDFD functions in a highly collaborative environment with other public safety agencies through the sharing of geospatial data to support planning, mitigation, response, and recovery to emergency incidents. The proposed FRGA must be capable of easily integrating with other similar geospatial applications.

SDFD is seeking responses from qualified Proposers to configure, implement, and maintain a fully functional, turn-key, scalable, seamlessly integrated, Commercial-off-the-Shelf, Fire-Rescue Geospatial Application (FRGA) in accordance with the terms and conditions of this RFP.

B. METHOD FOR ORDERING

The City will use electronic procurement (e-procurement) services from third-party provider such as SAP Ariba. Bidders shall state their ability to accept and process orders from e-commerce systems on their submittal.

C. FUNCTIONAL REQUIREMENTS

The detailed description of capabilities and functional requirements can be found in Attachment 1 – Fire-Rescue Geospatial Application Functional Requirements. Proposers must complete all sections of the Functional Requirements document with an existing capability, future capability, or not a capability. Proposers are encouraged to add notes to provide additional information.

The following is an overview of the key capabilities and functional requirements:

1. Web-Based Graphical User Interface:
 - a. Drawing tools
 - b. Map tools
 - c. Map layer function
 - d. Resource location services
 - e. Create map products
 - f. Create and print reports
 - g. Wildland Defensible Space Enforcement Queries and Reports
 - h. Wildland Home Risk Assessment Queries and Reports

- i. Base map options
 - j. Camera and Photo Function
 - k. Active incidents
 - l. Resource strength monitor
 - m. Drive time analysis
 - n. Navigation routing
 - o. File storage on hosted server
 - p. Offline Data Collection
 - q. Collaboration workspaces
 - r. Aircraft Data Tools
2. Ready to use vendor hosted feature services:
- a. Structure preplans
 - b. Wildland urban interface response plans
 - c. Wildland incident management
 - d. Natural hazard incident management
 - e. Search and rescue incident management
 - f. Hazardous materials incident management
 - g. Home risk assessment
 - h. Brush management
 - i. Damage assessments
 - j. Special Events
3. Data Analysis Polygon Tool:
- a. Mobile Device Application User Interface
 - b. Mobile device location services
 - c. Local data storage
4. Interoperability:
- a. Data exchange
 - b. Esri compatibility
 - c. Other applications
 - d. Resource location services
5. Administrative Tools:
- a. Identity management system
 - b. User permission levels
 - c. Application security requirements
 - d. Application data requirements
6. System Compatibility:
- a. Operating Systems
 - b. Device Compatibility
 - c. Application Standards
7. System Availability:
- a. Hosting, redundancy, failover
 - b. Scalability
 - c. Backup and recovery
 - d. Test and training environment

8. System Support:
 - a. Service level agreement
 - b. Help ticket system
 - c. System documentation
 - d. Training material

D. PROJECT MANAGEMENT

Major City of San Diego (COSD) information technology projects, including the FRGA project, are managed by Firm-specific subject matter experts (“SME”) and Project Managers (“PM”) reporting to COSD’s Project Manager as the primary lead in this project. COSD expects significant project management activities to include, but not be limited to, Project Scheduling, Risk Management, Cost Management, Change Control Management, Communications Management, and on-site meetings as (and when) required. For the avoidance of doubt, and in the event where a project activity is not described explicitly within the resulting Agreement, Contractor must conduct all project activities associated with this RFP in accordance with the standards described within the Project Management Institute’s (“PMI”) most recent Project Management Book of Knowledge (“PMBOK”).

E. PROJECT SCHEDULE

Proposers must provide a draft project schedule. The intent of COSD is to develop and maintain a shared project schedule that includes all Proposer and COSD tasks and activities.

F. TRAINING

Proposers shall develop a training work plan and curriculum to be approved by COSD’s Project Manager in conjunction with COSD personnel. The work plan should also include periodic follow-up and update training when a new release or version of any application is installed. Proposers must develop a training plan and curriculum that specifies the required training and technical staff supporting the application. Proposers’ approved training schedule must be closely coordinated with COSD staff to coincide with the installation of the software and hardware. Upon acceptance by COSD’s Project Manager, the Contractor shall implement said approved plan.

G. NATIONAL & STATE PUBLIC SAFETY DATA STANDARDS

The US Federal government has taken the lead in developing standards for facilitating information sharing among local, state, and federal first responders and emergency operations managers. The proposed solution must comply with and be maintained to these standards.

Deviations from the architecture and standards may represent a barrier to the implementation of the COSDs’ public safety integration and interoperability goals and may be reviewed with prejudice. Proposers must specifically disclose all aspects of the proposed solution which deviate from the documented standards and desired architectures and provide approaches for consideration about the way non-standard components may be integrated.

The US Federal government, State of California, and other parties, occasionally update and improve the referenced standards or develop new ones. In that the COSD may adopt such

future standards; it is mandatory that the Contractor monitor these developments and upgrade their offerings as necessary to comply.

The time between purchase of the system and its implementation may be significant, therefore, it is possible that updated standards may have been released in the interim. The COSD will not accept products that will be outdated by the time they are implemented. It shall be the Contractor's responsibility to verify and validate all new standards as they are implemented. The COSD shall not be responsible for determining when new standards are required.

Proposers are encouraged to respond how their System complies with and or acknowledges each of the following standards:

1. National Wildland Coordinating Group (NWCG) – Geospatial Operations, PMS 936
2. Federal Emergency Management Agency – National Search and Rescue Geospatial Coordination
3. National Fire Protection Association 1620 – Standard for Pre-Incident Planning
4. National Alliance for Public Safety GIS Foundation

H. MAINTENANCE, SUPPORT AND UPDATES

Contractor shall make available to COSD all updates to the software, as they are released, at no additional charge, so long as COSD is currently under the Contractor's software maintenance agreement. To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.

The Contractor shall provide an acceptable Service Level Agreement (SLA) that allows for appropriate response based on the level of issue. Key elements of the agreement shall include:

- Declaration of parties involved
- Statement of purpose of the SLA
- List of services being provided
- Description of how services will be carried out and when.
- Vendor and customer requirements.
- Post-agreement management process
- Acknowledgement of SLA approval.
- Acknowledgement of 99.99% uptime requirement

The Contractor shall provide a system to track requests for help tickets to support the enforcement of the Service Level Agreement.

I. ADDITIONAL INSURANCE

1. **Cyber Liability Insurance.** Contractor shall provide a copy of all System User software license agreements that they will be requesting the City to execute. In addition to the requirements of the City of San Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, Contractor shall

provide, at its sole cost and expense, evidence of Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Contractor is engaged with Insured for such length of time as necessary to cover any and all claims.

2. **Professional Liability.** Contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a “claims-made” form, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Contract.

J. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

K. PRICING SCHEDULE

Proposers shall complete the pricing schedule in its entirety in the City’s eBidding system to be considered responsive. Pricing shall be inclusive of all costs per the scope of services described herein. Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Pages. Any changes to the U/M made by the Proposer may be cause for the proposal to be rejected as non-responsive. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item. Applicable taxes should not be included in pricing.

EXHIBIT C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Fire-Rescue Geospatial Application

B. BIDDER/PROPOSER INFORMATION:

Intterra, LLC			
Legal Name		DBA	
3740 Dacoro Lane, Suite 200	Castle Rock	CO	80109
Street Address	City	State	Zip
Robert Edson, Chief Sales and Marketing Officer			
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Robert Edson	Chief Sales and Marketing Officer
Name	Title/Position
Elizabeth, CO	
City and State of Residence	Employer (if different than Bidder/Proposer)
Sales Lead, price and contract negotiation	
Interest in the transaction	

Brian Collins	CEO
Name	Title/Position
Parker, CO	
City and State of Residence	Employer (if different than Bidder/Proposer)
CEO of Intterra, contract negotiation	
Interest in the transaction	

Molly Hausmann	Chief Operating Officer
Name	Title/Position
Parker, CO	
City and State of Residence	Employer (if different than Bidder/Proposer)
Leads implementation staff, contract negotiation	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes **No**

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

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

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

Type of corporation: C Subchapter S

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

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

Is your firm a publicly traded corporation? Yes No

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

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

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

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

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

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

Limited Liability Company Date formed: 07/27/2021 State of formation: Nevada

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

Intterra, LLC is owned by NEO Group Holdings, LLC (100%) - 1 Thomas Circle, Suite 700, Washington DC 20005

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Name of Bank: Independent Financial, 501 Wilcox Street, Castle Rock, CO 80104

Point of Contact: Lorie Limbaugh

Address: _____

Phone Number: (303) 531-5705

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

Yes No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

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

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

Yes No

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

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

Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Bernardino County Fire

Contact Name and Phone Number: Fire Chief Dan Munsey

Contact Email: dmunsey@sbcfire.org

Address: _____

Contract Date: December 1, 2021

Contract Amount: \$ 371,656.00

Requirements of Contract: Intterra provides a geospatial application for f

Company Name: San Diego County Fire

Contact Name and Phone Number: Brian Norton

Contact Email: Brian.Norton2@sdcounty.ca.gov

Address: 5510 Overland Ave. STE 250 San Diego, CA 92123

Contract Date: April 1, 2021

Contract Amount: \$ 726,750.00

Requirements of Contract: Intterra provides a geospatial application for f

Company Name: Santa Clara County Fire

Contact Name and Phone Number: Justin Stockman 408-341-4464

Contact Email: justin.stockman@sccfd.org

Address: 14700 Winchester Blvd. Los Gatos, CA 95032

Contract Date: December 10, 2021

Contract Amount: \$ 330,156.00

Requirements of Contract: Intterra provides a geospatial application for f

G. COMPLIANCE:

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

Yes No

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

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

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

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

Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Brian Collins, CEO



Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

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

C.1 In July of 2021, Intterra changed its structure and name from Intterra, INC (an S Corporation) to Intterra, LLC (an LLC)

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Brian Collins, CEO

Print Name, Title



Signature

28 April 2022

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: _____

Certified By _____ Title _____

Name

B. Collier

Date _____

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

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

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

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

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

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



(Authorized Signature)

Brian Collins

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): (Remainder of Intterra staff is remote/home work) COUNTY: _____

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

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

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

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

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

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

Grand Total All Employees

13

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

10089896-22 Fire Rescue Geospatial Application Response Proposal:

Prepared for



April 29, 2022



Prepared by
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Executive Summary

Fire agencies are gradually pivoting toward the digital transformation of data. Intterra's experience, dedication and thought leadership of staying ahead of the curve continues to prove their vision - that the collection and integration of information from various databases and sensor networks will continue to be adopted well past this decade.

Intterra believes that the power of emerging information enables the fire industry a higher level of situational awareness, better decision making by providing this data in an easy to use forum. A broad scale view of a common operating picture which can be shared from the highest level of the chain of command all the way down or even from a regional perspective as low as to just a station level, ultimately allowing for better decision making.

Intterra is a decision support engine for the fire service. It supports the full life cycle of an agency's needs, from planning & mitigation to response & recovery for all-hazards emergency incidents.

Intterra provides simple access to all manner of intelligence from sensor sources like aircraft and satellites to planning tools for structure and wildland response. Intterra supports planning efforts for special events, making coordination and geospatial collaboration simple and effective. Intterra also supports community risk reduction efforts as well as defensible space code enforcement and home risk assessments.

Field data collection is fast and efficient from damage assessments to defensible space inspections, structure preplans, special event preplans, active shooter preplans and wildland preplans. Role-based user access controls keep editing within defined user boundaries and offer secure controls.

All of that capability powers the highly collaborative environment within the region with other first responders as well as statewide with collaborators at every level. Intterra supports simple sharing of geospatial data sets and is platform agnostic so it can be accessed on almost any kind of internet-capable device.

In conclusion, Intterra meets or exceeds almost every requirement the City of San Diego has requested. Having served the City in this capacity for the past 6 years, we are confident in our ability to continue to deliver this application with a high degree of success. Those capabilities are backed up by rock-solid experience delivering this kind of toolset to cooperators in the region and across California. We look forward to a complete demonstration of the solution capabilities and to continuing our long standing relationship with the City of San Diego for this application.

Project Management & Refresher Training

The solution provided is a Software as a Service package and is currently deployed within the city. Intterra’s Customer Success team supports the onboarding, rollout & ongoing adoption needs of the solution for all customers. During the first 30 days of the engagement the Customer Success Team/Account Manager will conduct 2 virtual sessions of Super User & Administration refresher training. Upon kickoff, regularly scheduled meetings will be established to discuss any configuration needs and workflow questions as well as to share information about feature enhancements. It is anticipated that the regularly scheduled meetings will transition to a quarterly rhythm within the first year.

Project Schedule

For simplicity, we have estimated the start date of the agreement to be the existing renewal date for the contract, ensuring no disruptions in the current deployment.

Task Name	Duration	Start	Finish	Gantt Chart											
				July	August	September	October	November	December						
• SDF&R Geospatial Application for full Lifecycle Planning	121 days	Fri 7/1/22	Fri 12/16/22	[Gantt bar from 7/1/22 to 12/16/22]											
Contract is awarded	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
• Deploy Intterra Solution for SDF&R - Existing Capability	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Drawing Tools	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Map Tools	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Map Layer Function	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Resource Location Services	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Create & Print Map Products**	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Create & Print Reports	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Wildland Defensible Space Enforcement Query & Report	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Wildland Home Risk Assessment Query & Report	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Base Maps	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Camera & Photo Function	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Active CAD Incidents	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Resource Strength Monitor	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Drive Time Coverage Analysis	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Navigation Routing	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
File Storage	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Offline Data Collection	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Aircraft Data	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Ready to use Feature Services	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Data Analysis Polygon Tool	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Mobile Device Location Services	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Mobile Device Offline Maps & Data Collection	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Interoperability - Data Exchange**	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Interoperability - Esri Compatability	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Interoperability - Other Applications**	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Interoperability - Resource Location Services	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Utilize customer provided geodatabase	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
User Permission Levels	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Application Security**	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
System Compatability	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
System Availability & Capacity	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
System Support	0 days	Fri 7/1/22	Fri 7/1/22	7/1											
Refresh/Retrain SuperUsers	22 days	Fri 7/1/22	Mon 8/1/22	[Gantt bar from 7/1/22 to 8/1/22]											
Assess, Prioritize, Scope and Schedule Approved Future Capabilities	6 mons	Mon 7/4/22	Fri 12/16/22	[Gantt bar from 7/4/22 to 12/16/22]											

National & State Public Safety Data Standards

1. National Wildland Coordinating Group (NWCG)–Geospatial Operations, PMS 936

Our Manage Wildfire service follows the Event Geodatabase schema defined in PMS 936 & we display the National Incident Feature Service within the Intterra Maps application.

2. Federal Emergency Management Agency–National Search and Rescue Geospatial Coordination

The FEMA website states that "This website is a PILOT Project and not intended for real-world use at this time". If the city has access to the schema, we can cross reference it with our SAR database and provide feedback.

3. National Fire Protection Association 1620–Standard for Pre-Incident Planning

Intterra is fully compliant with the 2015 NFPA 1620 standard.

4. National Alliance for Public Safety GIS Foundation

Intterra has a member of this agency on our staff. Intterra strives to use standard symbology defined by NAPSG whenever possible, however some features within Intterra do not have a symbol defined by NAPSG.

Insurance

Intterra is fully compliant with the City's insurance requirements including cyber-liability and professional liability requirements listed in the RFP, section I, numbers 1 & 2. Please see the included COI for reference.

Contract Copies

Attached with this response as requested are Intterra's Privacy Policy, Terms of use, and End User License Agreement (EULA).

Service Level Agreement

Service Level Agreement

Intterra shall make best efforts to ensure that services downtime does not exceed 0.01% in a month and ensure 99.99% availability/uptime. In the event any of the services that correspond to Intterra Maps, Intterra Portal, Intterra DC API be unavailable in excess of 0.01% consecutively for a three-month period, Intterra shall provide the City a credit in an amount equal to the downtime percentage times the Customer's subscription amount for the period of time affected. (Example: if the availability is impacted for 4 months at a 0.01% impact for each month, the credit will apply to the monthly allocation (0.01%* (annual subscription/12 * 4)). The credit will be applied to the following year's subscription renewal. Any planned down-time will be posted in the application via an alert for the end-user to be made aware. If down-time is necessary outside of the regularly scheduled deployment window, which is currently Tuesday Evening after 7pm Mountain Time, Intterra will provide 72-hours advance notice. Should the deployment window change, the City will be notified by Intterra.

Priority

The following categories shall apply to a Maintenance Request by the City. Maintenance requests should be sent to: support@intterragroup.com with sufficient information to determine priority level.

Definitions of Priority Levels

Priority Level Description

- 1** The System, or a critical function, is not functioning properly, causing significant impact to City governmental operations, and no work-around acceptable to the City is available, or there are Errors that cause data to be lost.
- 2** A non-critical function or overall performance is materially impaired, or a critical function is not functioning properly, causing significant impact to City governmental operations, and a temporary work-around that is acceptable to the City is available.
- 3** A problem which does not materially impair the City's governmental operations but may impact noncritical work. The System is able to accomplish all functions, but not as efficiently as normal, or operations could be improved by correction of a minor Error.
- 4** The City requires information or assistance about the System, such as questions about capabilities, installation, Configuration, operation, or cosmetic issues.

Response and Resolution Time

Contractor shall respond to a Maintenance Request from City within the times specified in this Contract. Such Response Times shall be measured from the time the City requests Maintenance. Contractor shall provide Maintenance as outlined in this Section under the Response and Resolution Times set forth for specific priority levels in the table below.

Error Response Time Commitments

Priority Level	Response Time
1	1 hour
2	2 hours
3	1 Business Day
4	5 Business Days

Error Response and Resolution Commitments

Level	Response time	Resolution Time	Status Update
1	2 Hours	1 Business Day	Every 2 hours or as otherwise agreed
2	4 Hours	3 Business Days/As Mutually agreed	Every 8 hours
3	1 Business Day	With Software Upgrade/as mutually agreed	As mutually agreed
4	5 Business Days	As mutually agreed	As mutually agreed

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End User License/Service Agreement (the “Agreement”)

IMPORTANT READ CAREFULLY: This Agreement is a legal and binding agreement between you (“You” or “Your”) and Intterra, LLC (“INTTERRA”) for the suite of information services that you are about to Login to and/or install (on Your computer or servers) and any related materials, documentation, updates or modifications that may be provided to You by INTTERRA or its licensees or agents, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively, the “Software”). Your access to the Software may be deployed through a software-as-a-service (“SaaS” or “Cloud”) format whereby the Software is hosted on third party servers (referenced as the “Service”). When used properly, the Software compiles data provided by You, partner agencies and organizations that provide you data, and external sources which you authorize to generate a timely, graphic, multi-functional, depiction of incident and performance information. The Software is provided subject to the limitations, restrictions and disclaimers of liability set forth below.

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Acquisition Regulation Supplement 227.7202 for military agencies. This Software or Service is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software or Service and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. Intterra, LLC is located at 3740 Dacoro Lane, Suite 200C, Castle Rock, CO 80109.

13. General.

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and this Agreement shall otherwise remain in full force and effect and enforceable. The failure of INTTERRA to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit INTTERRA's rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever without INTTERRA's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. INTTERRA expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under Colorado law (without regard to its conflicts of laws or provisions) as such law applies to agreements between residents of any state in which this Agreement is entered into and performed. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, LLC
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109



TERMS OF USE AGREEMENT

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

INTRODUCTION

Purpose of Terms of Use Agreement

The mission of Intterra is to compile analytical data for first responders, emergency management personnel, situation commanders and others with timely, graphic, multi-functional, depictions of an ongoing incident. To achieve our Mission, we provide certain software products, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively the “Software”) and/or Internet or cloud-based services through the Software, this website, mobile applications or other websites owned or operated by Intterra, LLC (collectively, the “Services”) to help You analyze and monitor incidents.

Scope and Intent of Terms of Use Agreement

You agree that by registering on Intterra, or by using our Services you are entering into a legally binding agreement with Intterra, LLC, a Nevada corporation based on the terms of this Terms of Use Agreement and the Intterra Privacy Policy, which is hereby incorporated by reference (collectively referred to as the “Agreement” or “Terms of Service”) and becoming a Software or Services user (“User”).

If you are using Intterra Software or Services on behalf of a company, government agency or other legal entity, you are nevertheless individually bound by this Agreement even if your company or agency has a separate agreement with Intterra. If you do not want to register an account and become an Intterra User, do not conclude the Agreement, do NOT click “I Accept” and do not access, view, download or otherwise use any Intterra Software or Services. By clicking “I Accept” or by using the Software or Services, you acknowledge that you have read and understood all of the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking “I Accept” or by using the Software or Services you also consent to use electronic signatures and acknowledge your acceptance.

1. Your Acceptance of Terms of Service

Welcome to www.intterragroup.com and becoming a User. Your use of the Services provided and the viewing of the content available through the Services, including without limitation, the messages, software, scripts, graphics, images, renderings, thermal maps, topographic maps, depictions, other maps, charts, data, text, video, overlays, photos, clip art, sounds, music, interactive features et cetera (the “Content”), is subject to the Terms of Use and the Privacy Policy published at www.intterragroup.com/privacy , which is incorporated herein by reference. Each time you use the Website, you agree to be bound by the Terms of Use and the Privacy Policy may be updated by Intterra from time to time without notice to you.

2. Users of Services

These Terms of Use apply to all customers, visitors, users, and others who view the Services ("Users" as well as "You" or "Your"), including Users who are also contributors of images, video, information, and other materials or services on the Services. The Services may contain links to third-party websites, software, content or services ("Third Party Website") that are not owned or controlled by Intterra. Intterra has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Websites. In addition, Intterra will not and cannot censor or edit the content of any Third Party Website. By using the Services, You expressly relieve Intterra from any and all liability arising from your use of any Third Party Website. Accordingly, we encourage you to be aware when you leave the Services and to read the terms of use and privacy policy of each Third Party Website that you visit.

3. Use of the Services

(a) Intterra hereby grants you permission to use the Services as set forth in these Terms of Use, provided that: (i) your use of the Services as permitted is solely for your personal, noncommercial use (except as set forth in Section 3(f) below); (ii) you will not copy or distribute any part of the Services in any medium without Intterra prior written authorization; (iii) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for their intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

(b) In order to access some features of the Services, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Intterra immediately of any breach of security or unauthorized use of your account. Although Intterra will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Intterra or others due to such unauthorized use.

(c) You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to the servers operating the Services in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Intterra grants the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Intterra reserves the right to revoke these exceptions either generally or in specific cases.

(d) You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems and/or the navigation systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Services with respect to their User Submissions (see Section 5 below).

(e) Intterra may permanently or temporarily terminate, suspend, or otherwise refuse to

permit Users' access to the Services without notice and liability, if, in Intterra's sole determination, User violates any of the Terms of Use, including the following prohibited actions; (i) use the Services for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Services; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent Users' affiliation with a person or entity, conduct fraud, hide or attempt to hide Users' identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Services; or, (x) bypass the measures we may use to prevent or restrict access to the Services. Upon termination for any reason, User continues to be bound by this Agreement.

(f) For individual Users, the Services and Content generated by it, including any maps, navigation information, photographic imagery and other data, is made available for your personal, non-commercial use only. For business Users, the Services and data generated by it, including maps, navigation information, photographic imagery and other data is made available for your internal use only and may not be commercially redistributed.

4. Intellectual Property Rights

The Content on the Services, the trademarks, service marks and logos contained therein ("Marks"), and the Services provided by or carried out by the systems and methods incorporated into the Services, are owned by or licensed to Intterra and are subject to copyright, trademark, patent and other intellectual property rights under United States and foreign laws and international conventions. Content on the Services is provided to you AS IS for your information and use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Intterra reserves all rights not expressly granted in and to the Services and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions (see Section 5 below) of third parties obtained through the Services for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

5. User Submissions

(a) The Services may now or in the future permit the submission of images, sounds,

videos, images, maps, charts, overlays, data, or other communications submitted by you and other Users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Intterra does not guarantee any confidentiality with respect to any User Submissions. Notwithstanding this provision, data that is submitted specific to Your hosted instance of the Software is considered your private data and not considered a User Submission to the Services.

(b) You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Intterra to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Intterra, you hereby grant Intterra a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of (which Intterra shall be the sole and exclusive owner), display, perform and otherwise exploit the User Submissions in connection with the Services and Intterra' (and its successor's) business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Services a non-exclusive license to access your User Submissions through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under these Terms of Use.

(c) In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Intterra all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Intterra or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Intterra does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Intterra expressly disclaims any and all liability in connection with User Submissions. Intterra does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Intterra will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights. Intterra reserves the right to remove Content and User Submissions without prior notice. Intterra will also terminate a User's access to the Services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from the Services more

than twice. Intterra also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. Intterra may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

(d) In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Intterra's Designated Agent to receive notifications of claimed infringement is:

Attn: Brian Collins
CEO Intterra, LLC
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109
brian.collins@intterragroup.com

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

(e) You understand that when using the Services, you may be exposed to User Submissions from a variety of sources, and that Intterra is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and

hereby do waive, any legal or equitable rights or remedies you have or may have against Intterra with respect thereto, and agree to indemnify and hold Intterra, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

(f) Intterra permits you to link to your own User Submissions, if any, hosted on the Services or User Submissions of other third parties available on the Services, for personal, non-commercial purposes only. You understand that the User Submissions, whether or not linked or embedded into other websites, are provided to you only on an as-available basis, and Intterra does not guarantee that their availability will be uninterrupted or bug free. Intterra reserves the right to discontinue any aspect to the Services at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

(g) Intterra may use your information to notify you of important changes to the Software, Services, and special offers. If you do not want to receive such notices, you may use the following options to opt out of receiving future communications:

(i) Send an email message to INFO@INTTERRAGROUP.COM with the word "Remove" in the subject field; or

(ii) Send mail to the following postal address:

Attn:Remove
Intterra, LLC
3740 Dacoro Lane, Suite 200C Castle
Rock, CO 80109

Opting out may prevent you from receiving email messages regarding the Services updates, improvements, or special offers. In the event that Intterra provides any third-party with your personal information, You will have to contact the Third Party Website directly with any opt-out request.

7. Map and Navigation Information

Any Content or other information is provided to Users through the Services is intended for analytical purposes only and not as the basis, or part of the basis for deciding how to respond to an incident, to make personnel deployment decisions or as to determine the methodologies for mitigating the damage or threats of damage from an incident or potential incident. Users may find that weather conditions, emergency situations, construction projects, traffic conditions or other events may cause road or travel conditions to differ from the graphic depictions and data shown in the Content. The transit information contained in and/or provided by the Services includes information provided by third parties, and is intended for analytical purposes only. Intterra makes no representations or warranties regarding the accuracy, completeness of Content or other information.

8. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS

OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. THE SERVICES AND ANY SERVICES ARE PROVIDED "AS IS" AND INTTERRA MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE OR ANY SERVICES PROVIDED BY INTTERRA HEREUNDER. INTTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

FURTHER, INTTERRA DOES NOT WARRANT RESULTS OF USE OR THAT THE SERVICES ARE BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED. INTTERRA AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. INTTERRA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

INTTERRA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND INTTERRA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

9. **Restrictions, Disclaimers and Liability Limitations re: Delivery of the Services.**

The Software and/or the Services are subject to the following restrictions, disclaimers and liability limitations:

(a) Third Party Products, Data and Content. The Services may work in conjunction with (or rely upon) third party products, data or content that is not owned or controlled by INTTERRA ("Third Party Products"). When the Services are used (or relies upon) Third Party Products, by clicking "I ACCEPT," or by using the Services, you acknowledge that You accept both the Services and the Third Party Products at Your risk. Conflicts may develop between the Services and such Third Party Products that may inhibit the Services' performance, accuracy, functionality or operation. INTTERRA disclaims all liability that may arise from the use of (or reliance upon) the Services and/or the use of (or reliance upon) such Third Party Products. Intterra does not verify the validity or accuracy of the Services nor its Content in association with the Software or Services. Nor does Intterra verify the accuracy, performance, functionality or operation of Third Party Products or data provided to the Software or the Services from such Third Party Products. Your right to use, copy or do anything with such Third Party Products is solely at the discretion of the Third Party Provider of such Third Party Products. The use of the Software or Services and reliance upon such Third Party Products may result in erroneous data or Content being provided to You by the Services. You are hereby admonished to rely solely (if at all) on independently verifiable information that You know and trust and not to rely on the Content, the Software or the Services if you suspect any erroneous data. It is Your responsibility to decide, independent of the Software or Services, what if any actions to take (or not to take) in a given situation based on the factors that you deem relevant in a given situation based on your experience and established protocols for your industry. Intterra admonishes You that the Content generated by the Software and Services and the data upon which it is based may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices provided by You, partner agencies and organizations that provide you data, and external sources which you authorize, or hackers.

(1) In addition to the terms and conditions set forth herein, the following additional terms and conditions apply with respect to Environmental Systems Research Institute, Inc. ("Esri") Hosted Solution(s):

(i) Esri disclaims, to the extent permitted by applicable law, Esri and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Hosted Solution(s) including, but not limited to, liability for use of Hosted Solution(s) in high-risk activities or liability related to any Data supplied by Esri.

(ii) At the time of termination of Hosted Solution(s) agreement between Intterra and Esri (which agreement includes definitions for the highlighted terms herein, which definitions are available upon written request of Intterra), You are required to (i) cease access and use of Hosted Solution(s), Web Services and clear Web Services client-side data cache and to (ii) cease use, uninstall, remove, and destroy all Hosted Solution(s) and any whole or partial copies, modifications, or merged portions in any form and, if requested in writing, execute and deliver evidence of such actions to Esri.

(iii) You are required to comply fully with all relevant export laws and regulations of the United States to ensure that Hosted Solution(s) or any

direct product thereof, is not exported, directly or indirectly, in violation of United States law.

(iv) You are prohibited from removing or obscuring of any copyright, trademark notice, or restrictive legend.

(v) You hereby disclaim all terms in the Esri click-through License Agreement (E204 and E300) included with Esri Licensed Material. The E204 and E300 Agreements are available here.

(vi) You acknowledge: THE HOSTED SOLUTION(S) IS/ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant Data, Web Services, and the Hosted Solution(s) will meet the Hosted Solution End User's needs or expectations, that the use of Data, Web Services, and Hosted Solution(s) will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on Data, Web Services, and Hosted Solution(s), and Hosted Solution End User should always verify actual Data, Web Services and Hosted Solutions(s).

(b) Cloud-based Service, Lack of Back-up, Incompatibility & Help-Desk Support. Your access to the Software and Services may be deployed through a software-as-a-service ("SaaS" or "Cloud") format whereby the Software and Services are hosted on third party servers including but not limited servers operated by Amazon Web Services, LLC ("Amazon") and its affiliates. Intterra makes no representations or warranties regarding the stability, compatibility, integrity or privacy of Amazon or other Cloud-based hosting services. The Services, Content, Third Party Products and other related or relied upon Cloud-based SaaS may be particularly vulnerable to hacking, software viruses, privacy breaches, denial of service attacks, acts of God, acts of war, force majeure events, system crashes, platform connectivity and Intterra disclaims any and all liability for such problems. The Services or Content may also be incompatible with Your hardware devices, operating systems, mobile apps, laptops, notebooks, desktops, mobile devices or other systems or software ("Other Systems"). Such incompatibility issues may cause the Software and Services or the Other Systems to crash or operate improperly. In addition, You are hereby admonished that Intterra does not maintain back-up hardware systems, servers, Cloud or other hosting facilities of any kind, unless specified in a separate contract or purchase order agreement. Intterra disclaims any and all responsibility and liability for any lost, stolen or corrupted data, Content or information. Intterra does not offer a 24/7 help desk, unless specified in a separate contract or purchase order agreement. Access to a live-person help desk may be limited or unavailable during an incident or emergency. Intterra hereby disclaims any and all liability for the absence of a help desk or other support personnel.

(c) Erroneous Assumptions, Improper Use, Erroneous Inputs and Data. In addition to other disclaimers of liability herein, Content generated by (and data supplied to) the Software or the Services may be based on erroneous assumptions, improper usage or erroneous interpretation of the previous Content or data by You, partner agencies and organizations that provide you data, and external sources which you authorize ("Decision Makers"). Intterra disclaims responsibility for the actions of such Decision Makers as well as their assumptions and interpretations of the Content and other information.

(d) Utilization of Services under Dangerous Conditions. Your use of the Software or

Services under certain conditions, such as walking, driving or in other conditions where Your attention may be impaired, can lead to Your injury or death or to the injury or death of third parties and You accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Software or Services under any circumstances where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

(e) Dangerous Environments. Intterra does not control who or how data can be supplied to the Software or the Services or who can send You a message containing information, instructions, recommendations, directions and/or maps. Only follow instructions, recommendations, directions or maps that have been received from people You trust and in accordance with the applicable protocols, chains of command and incident information management requirements. All decisions based upon the use of the Services are subject to Your verification of the data, Content and assessment of dangerous environments. All decisions or actions made by You are subject to Your professional judgment and are the sole responsibility of You and not the Software, Services, their maps, depictions, databases or Content. By clicking "I ACCEPT," or by using the Software and Services, You acknowledge and accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Services to give or follow directions, develop a course-of-action, develop a risk mitigation strategy, travel to a location or meet with another person.

(f) Dangerous Locations. Intterra does not provide information regarding the safety or acceptability of locations for which You have received directions or a map. Only follow directions or maps to locations You know and trust and do not follow directions or maps to locations with which you are unfamiliar or uncomfortable or inconsistent with established protocols. The relative safety of a location during an incident is dynamic and may change from safe to unsafe at any time without notice. Your use of the Software or Services to travel to an unsafe location can lead to Your loss of possessions, to Your injury or death, or to the injury or death of third parties. By clicking "I ACCEPT," or by using the Software or Services, You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Services to deploy personnel or assets to any location where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON

(I) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF INTTERRA, OR (II) FOR ANY MATTER BEYOND INTTERRA OR ITS LICENSORS' REASONABLE CONTROL. INTTERRA AND ITS LICENSORS' MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO (I) THE PURCHASE PRICE PAID BY YOU FOR THE SERVICES, OR (II) IF YOU RECEIVED THE SERVICES FREE OF CHARGE,

TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ANY OF THE ABOVE LIMITATIONS OF LIABILITY, (II) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE OR SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE OR SERVICES BY ANY THIRD PARTY, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT INTTERRA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE TRANSIT INFORMATION CONTAINED IN CONTENT AND/OR PROVIDED BY THE SOFTWARE OR SERVICES INCLUDES INFORMATION PROVIDED BY THIRD PARTIES, AND IS INTENDED FOR PLANNING PURPOSES ONLY. INTTERRA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

The Services are controlled and offered by Intterra from its facilities in the United States of America. Intterra makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third-party beneficiaries to this agreement.

12. Indemnity

You agree to defend, indemnify and hold harmless Intterra, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, patent, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

13. Ability to Accept Terms of Use

By your use of the Services, you affirm that you are either are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services. There are lots of other great Services for you. Talk to your parents about what Services are appropriate for you. Minors over the age of 13 must ask their parents or guardians for permission before using or visiting the Services or sending any personal information to anyone over the Internet.

14. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Intterra without restriction.

15. Government Restricted Rights.

If you are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Services, or any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software or Services include a commercial website and the related documentation is commercial website documentation. The use of the website and related documentation is further restricted in accordance with the terms of this Terms of Use, or any modification hereto.

Intterra, LLC
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109

16. Proprietary Rights.

Intterra and its licensors shall own and retain all rights, title and (except as expressly licensed hereunder) interest in and to the Content and Services, all associated copyrights, Marks, trade secrets and all copies or portions thereof, original works of authorship, look and feel, and any derivative works thereof (by whomever created). The Content, Services, and Software are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything else, the Software and Services are licensed and not sold. All rights in the Services and Software that are not specifically granted in this Agreement are reserved by Intterra and its licensors.

17. Term and Termination.

This Agreement is effective until terminated hereunder. You may terminate the Terms of Service at any time by terminating Your account, or failing to make requisite payments for the Services Intterra will have the right to terminate the license granted herein immediately if You fail to comply with any term or condition of this Agreement. The Terms of Use Agreement will terminate automatically upon User's breach of any terms of this Agreement. Intterra will also have the right to terminate the license granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, You shall immediately stop using the Services and shall destroy and remove from all computers, hard drives, networks, and other storage media all Content. Sections 2 through 17 shall survive any termination of this Agreement.

18. General

These Terms of Service represents the complete agreement concerning the Services between the parties and supersedes all prior agreements and representations between them. The Terms of Service may be amended only by a writing executed by both parties. If any provision of the Terms of Service is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and the Terms of Service shall otherwise remain in full force and effect and enforceable. The failure of Intterra to act with respect to a breach of the Terms of Service by User or others does not constitute a waiver and shall not limit Intterra's rights with respect to such breach or any subsequent breaches. The Terms of Service are personal to User and may not be assigned or transferred for any reason whatsoever without Intterra's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Intterra expressly reserves the right to assign the Terms of Use and to delegate any of its obligations hereunder. The Terms of Use shall be governed by and construed under Colorado law (without regard to its conflicts of laws provisions) as such law applies to agreements between Colorado residents entered into and to be performed within Colorado. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be

conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS OF USE ARE MATERIAL BARGAINED FOR BASIS OF THE TERMS OF USE AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THESE TERMS OF USE AND IN THE DECISION BY EACH PARTY TO ENTER INTO THESE TERMS OF USE.

Questions concerning these Terms of Use should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, LLC
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109

10 January 2017



Revised 29 January 2019

INTTERRA PRIVACY POLICY

Intterra, LLC, a Nevada corporation (“Intterra” or the “Company”) takes your privacy seriously. Please read the following to learn more about our privacy policy. This Privacy Policy should be read in conjunction with Intterra’s Terms of Use, which may be found at <https://www.intterragroup.com/terms-of-use-agreement/>

What This Privacy Policy Covers

- This policy only applies to the publicly accessible website or any other publicly accessible websites owned or operated by Intterra, including portions of the website that are only accessible to free registered users (collectively, the “Website”). This policy does not apply to any third-party websites that might be linked to the Website or to the practices of companies that Intterra does not own or control, or to people that Intterra does not employ or manage. Intterra has no control over, and assumes no responsibility for, the privacy policies or practices of such third-party websites. Information on such third-party websites may be obtained directly from those third-parties, possibly from their websites.
- This policy covers how Intterra treats personal information that Intterra collects and receives from the Website and free online services that may be delivered through the Website (collectively, the “Services”). Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.
- **This policy does NOT apply to any of your private information that is collected, received and/or stored through your use of any Intterra products or fee-based, cloud services, including information related to your current and past use of Intterra Product Modules, Field Tool or SituationAnalyst software (the “Products”).** Use of the Products and the terms and conditions governing your private information are controlled by the terms of Intterra’s Terms of Use and End User License Agreement.

Information Collection and Use

- Intterra collects personal information when you register with Intterra, when you use the Website, and when you download and/or use software provided by Intterra and/or the Website. Intterra may utilize information that it obtains from you to collect additional information about you from business partners or other

companies and may combine information that it obtains from you with information from business partners or other companies.

- When you register and/or use software provided by Intterra we may ask for information such as your name, email address, birth date, financial information, Social Security Number (SSN), gender, ZIP code, cell phone number, cell phone service provider, current location, places of interest to you, your personal habits, path of travel, occupation, industry, personal interests, and personal pictures/photographs. When you register with Intterra and/or the Website, and sign in to our Services, you are not anonymous to us.
- For certain public services, we may request credit card or other payment account information which we maintain on secure servers.
- Intterra collects information about your transactions with us and with some of our business partners, including information about your use of Services that we offer.
- Intterra automatically receives and records information from your computer and browser, including your IP address, cookie information, software and hardware attributes, and the page you request.
- Intterra uses information for the following general purposes to: provide Services that you activate or request to you, customize the advertising and content you see, fulfill your requests for other Services, improve our Services, contact you, conduct research, provide anonymous reporting for internal and external clients, and for sale to other clients or third parties in non-aggregated and aggregated forms (but only as set forth below).
- The only way to prevent Intterra from collecting personal information about you is to not use our Website, services or software.
- At anytime you may elect not to receive messages from us. In other words, you may opt out. At any time after your initial registration to receive information from us, you can opt out by sending an email message to info@intterragroup.com with the word "Remove" in the subject field; or

Send mail to the following postal address:

Attn:
Intterra, LLC
3740 Dacoro Lane
Suite 200C
Castle Rock, CO 80109

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. If Intterra has provided any third-party with your personal information, you will have to contact the third-party directly with any opt-out request.

- **Special Note Regarding Children:** Intterra believes that protecting the privacy of children on the Internet is very important. The Website and the services provided by Intterra and Intterra' software are not designed to attract children under the age of 13, and Intterra does not intentionally collect personal information from such children. Ordering online products, services and information is limited to adults 18 or over. Children should exercise caution before providing personal information online and should discuss with an adult or guardian before doing so. Intterra also urges parents and guardians to consider using one of the low-cost programs designed to protect children while they are online.

Information Sharing and Disclosure

- Intterra may share personal information about you with other people or non-affiliated companies to provide products or services you've requested, to target advertising and content for you to see, when we have your permission, or under the following circumstances:
 - We provide the information to trusted partners who work on behalf of or with Intterra under confidentiality agreements. These companies may use your personal information to help Intterra communicate with you about offers from Intterra and our marketing partners.
 - Intterra reiterates that Intterra, the Website and all Intterra Services, and software is not designed or intended to attract children under the age of 13 as users and Intterra does not intentionally collect personal information from such children. However, if a parent/guardian permits their child under age 13 to register with Intterra, to use the Website, and/or to use the Services, then that parent/guardian is permitting Intterra to collect and use their child's personal information in the same manner set forth herein that Intterra uses any other user's personal information.
 - We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend ourselves against legal claims.
 - We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Intterra' Terms of Use, or as otherwise required by law.
 - We transfer information about you if Intterra is acquired by or merged with another company. In this event, Intterra will notify you, by a notice posted in this Privacy Policy, before information about you is transferred and becomes subject to a different privacy policy.
- Intterra may display targeted advertisements and content based on your personal information. Advertisers (including advertisement serving companies)

may assume that people who interact with, view, or click targeted advertisements meet the targeting criteria—for example, women ages 18-24 from a particular geographic area. However, not all advertisements and content may be appropriate for you. If you disapprove of advertisements or content targeted to you, your only choice to prevent further such advertisements or content being shown to you is to discontinue use of the Website and Services.

Cookies

- Intterra may set and access cookies on your computer. A cookie is a small data string our server writes to your hard drive. This data string contains your unique user ID for our Website. This technology also allows us to customize your experiences when you visit the Website. For example, we may be able to deliver content specific to your interests, keep track of your online ordering and alert you to new services.
- Intterra may let other companies that show advertisements on some of our pages set and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies, not this one. Advertisers or other companies may have access to Intterra' cookies.
- Intterra collects non-personally identifiable information regarding your visit, usually in the form of cookies, log files, or clear .gif files. Cookies contain a session identification number that our systems use to recall previous authentication or order information from our servers. We may also collect your domain name, IP address, the address of the last URL you visited prior to coming to our Web site, and your browser and platform type. We may use third party navigation and localization services to target advertisements and content based on where you are located. We may use third party tracking services to help us analyze this information in the aggregate to evaluate the effectiveness of our site. In some cases, the information is collected directly by the third party and in others it is forwarded by Intterra to the third party.
- A cookie cannot be used to access or otherwise compromise the data on your hard drive. Your privacy is always protected. However, at any time you may choose to change your browser settings to disable cookies if you do not want us to establish and maintain a unique Ping by Intterra website user ID for you. Please be aware that cookies may be required to complete certain functions on this Web site, such as ordering online. Please consult the instructions provided by your browser provider to change your browser settings, remove cookies or to disable cookies.

Confidentiality and Security

- We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide Services to you or in order to do their jobs.
- We have physical, electronic, and procedural safeguards that comply with federal regulations to protect personal information about you.

Changes to this Privacy Policy

- Intterra may update this policy. We will notify you about significant changes in the way we treat personal information by providing a notice within this Privacy Policy and/or by sending a notice to the primary email address specified in your Intterra account.

Questions and Suggestions

- If you have questions or suggestions you can contact us on our Website or at:

Intterra, LLC
3740 Dacoro Lane
Suite 200
Castle Rock, CO 80109

Specification ID	Specification Description	EC = Existing Capability, FC = Future Capability, NC = Not a Capability	Notes
Web-Based Graphical User Interface			
100.00	Drawing Tools		
100.01	Draw points, polygons and text on a map. This capability must include ability to delete, copy, paste, move and edit the features. The features must be viewable by all viewers in a shared environment.	EC	
100.02	Utilize and display National Wildland Coordinating Group GEOOPS symbology	EC	
100.03	Utilize and display National Association of Public Safety GIS Symbology	EC	
100.04	Utilize Search and Rescue symbology	EC	
100.05	Utilize and display Department of Homeland Security symbology	EC	
100.06	Utilize and display National Fire Protection Association standard symbology for structural preplans	EC	
100.07	Metadata - Ability to attach metadata to the points, polygons, lines and text.	EC	
100.08	Feature Service Editing - Ability to edit points, polygons, lines and text. Includes vertex point manipulation and color edits.	EC	
100.09	Feature metadata that can include a hyperlink that user can click on to access other data sources such as websites	EC	
100.10	Ability to manage data sharing permission when new features are added. For example the feature may be draft, incident approved, cooperators, public or restricted.	EC	We do this the same way that NIFS does (field with pulls downs for DRAFT, FINAL, PUBLIC) which can then be filtered for services that are released to various stakeholders
101.00	Map Tools		
101.01	Measure a line	EC	
101.02	Measure a polygon	EC	
101.03	Address search geocoding	EC	
101.04	Reverse geocoding with multiple versions of format	EC	
101.05	Ability to perform map based queries using polygon tool to search against data sources. Examples include Census Data, Weather, Traffic, Critical Infrastructure, Property Valuation	EC	
101.06	Search tool to locate features within the map data. For example; ability to search for location of a resource when their Unit ID is entered into Search Tool.	EC	
101.07	Lattitude/Longitude displayed on map when mouse pointer is clicked over map area	EC	
101.08	Easy access to camera function	EC	
102.00	Map Layer Function		
102.01	Toggle layers on and off	EC	
102.02	Create and manage folder hierarchy to organize layers	EC	
102.03	Control the order layers are drawn	EC	
102.04	Control the transparency of layers	EC	
102.05	Control visibility range	EC	
102.06	Copy and paste a layer to other workspaces	EC	
102.07	Search map layer data	EC	
102.08	Provide a legend for symbology used in layers	EC	
103.00	Resource Location Services		
103.01	Application to receive resources location services in a variety of formats. Examples include Representational End State Transfer (RESTful), JSON, GEOJSON. System must be capable of processing at a refresh rate of no more than every 30 seconds.	EC	
103.02	Application to utilize device location services from mobile devices for display within the map	EC	
103.03	Display the resource location on a map with configurable display for different tpes of resources. Display must be capable of minimum refresh rate of every 30 seconds.	EC	

103.04	Search tool to find resources by Unit ID	EC	
104.00	Create and Print Map Products		
104.01	Create a map that displays the points, polygons and line features that are visible in the map application	EC	
104.02	Create map with scale identified	FC	
104.03	Create map product with North arrow	FC	
104.04	Create map product with legend for features on map	EC	Requires legend to be opened/setup by the user and then screenshot. Not part of geoPDF export.
104.05	Add georeference data to PDF map products (GeoPDF)	EC	
104.06	Create map product that displays desired attributes	EC	
104.07	Create PDF document suitable for printing	EC	
104.08	Ability to email reports	EC	YES - even GeoPDFs can be emailed from within the app -- current custom reports in SDFR system export the data only as CSV
104.09	Ability to add City logo to reports	FC	YES - but this is custom
105.00	Create and Print Reports		
105.01	Create ready to use reports based on geospatial data attributes	EC	Assume these are all home risk - or wildfire risk, mitigation reports, state fire maps or even GEOPDFs
105.02	Utilize report templates that combine text data and map view in one report	EC	YES - but this is custom work to layout report
105.03	Ability to save report templates for a print service	EC	YES - this is built into software and not a separate services
106.00	Wildland Defensible Space Enforcement Query and Report		
106.01	Query and report by parcel	EC	These can currently be accomplished with our polygon select tool in that if you select a point, the information is displayed. What we don't currently have is the ability to say 'show me all the inspections done by Inspector X, or Inspecton Reason is Complaint, etc. For parcel, you can use the select tool to get just the parcel if you know where the parcel is.
106.02	Query and report by inspector	EC	Yes - monthly
106.03	Query and report by address	EC	Search for address, but not a report
106.04	Query and create report by owner	FC	Can search by owner, but cannot report by owner
106.05	Query and report by inspection reason	FC	
106.06	Query and report by case identification	FC	
106.07	Inspection history report	EC	
106.08	Inspection monthly report	EC	
106.09	Inspection quarterly report	EC	
106.10	Inspection by inspector report	EC	Yes - monthly
106.11	Attach photos to records	EC	
107.00	Wildland Home Risk Assessment Query and Report		

107.01	Query and report by parcel	EC	These can currently be accomplished with our polygon select tool in that if you select a point, the information is displayed. The current Risk Assessment Report returns all of the information listed, but by address in the selected polygon.
107.02	Query and report by inspector	FC	
107.03	Query and report by address	EC	
107.04	Query and create report by owner	EC	These can currently be accomplished with our polygon select tool in that if you select a point, the information is displayed. The current Risk Assessment Report returns all of the information listed, but by address in the selected polygon.
107.05	Query and report by case identification	EC	These can currently be accomplished with our polygon select tool in that if you select a point, the information is displayed. The current Risk Assessment Report returns all of the information listed, but by address in the selected polygon. Intterra currently doesn't have the ability to say 'give me a report of all the risk assessments done by Inspector X'
107.06	Inspection history report	FC	
107.07	Inspection monthly report	FC	
107.08	Inspection quarterly report	FC	
107.09	Inspection by inspector report	FC	
107.10	Attach photos to records	EC	
108.00	Base Maps		
108.01	Dark Gray Canvas	EC	
108.02	Light Gray Canvas	EC	
108.03	Imagery	EC	
108.04	Imagery with labels	EC	
108.05	National Geographic	EC	
108.06	Oceans	EC	
108.07	Open Street Map	EC	
108.08	Streets	EC	
108.09	Streets Vector	EC	
108.10	Terrains with labels	EC	
108.11	Topographic	EC	
108.12	USGS Hybrid	EC	
108.13	USGS NAIP	EC	
108.14	USGS Quad	EC	
109.00	Camera and Photo Function		
109.01	Direct, easy access to device camera to attach photos to geodatabase	EC	
109.02	Search device for photos to attach to geodatabase	EC	
110.00	Active CAD Incidents		
110.01	Receive and display current active incidents from Computer Aided Dispatch Systems	EC	

110.02	Open active incident to view CAD notes	EC	
110.03	Maximum refresh rate of 30 seconds	EC	
110.04	Ability to filter by agency	EC	
110.05	Zoom to active incident location	EC	
111.00	Resource Strength Monitor		
111.01	Display resources strength data utilizing the CAD data. For example: calculate and display number of Type 1 Engines currently available or not available for response.	EC	
111.02	Maximum refresh rate of 30 seconds	EC	
111.03	Ability to filter by agency	EC	
111.04	Ability to filter by resource type	EC	
111.05	Ability to filter by resource status	EC	
112.00	Drive time coverage analysis		
112.01	Display near real-time resource coverage analysis with polygons.	EC	
112.02	Ability to filter by agency	EC	
112.03	Ability to filter by resource type	EC	
112.04	Maximum refresh rate of 30 seconds	EC	
113.00	Navigation Routing		
113.01	Provide user with routing information between two locations within the application or by launching third party routing applications such as Google Maps, Apple Maps or WAZE.	EC	
114.00	File Storage		
114.01	Store and host files that can be accessed through a link within the application.	EC	
114.02	User can add new files for hosting by application.	EC	
114.03	File types to include PDF, JPEG, GeoTIFF, Shapefiles, KML/KMZ files, Video files	EC	
115.00	Off line data collection		
115.01	Cache maps locally so that they are available when disconnected from data service	EC	Requires Intterra Field Tool
115.02	Collect new data while disconnected from data service	EC	Requires Intterra Field Tool
115.03	Store and forward data automatically on restored data service	EC	Requires Intterra Field Tool
116.00	Collaboration Workspaces		
116.01	Ability to create collaborative workspaces based on incident management function, discipline or response type.	EC	Configured by Intterra, not user
116.02	Provide controls on what collaboration workspaces a user can view.	EC	Configured by Intterra, not user
117.00	Aircraft Data		
117.01	Store and display features such as points, polygons and lines collected by aircraft	EC	
117.02	Store and display georeferenced imagery collected by aircraft on map	EC	
117.03	Store and display full motion video collected by aircraft	EC	
117.04	Display real-time full motion video	EC	Requires configuration
118.00	Ready to use Feature Services		
118.01	General incident management components	EC	
118.02	Structure preplans	EC	
118.03	Wildland urban interface response plans	EC	
118.04	Wildland incident management (NWCG standard)	EC	
118.05	Natural Hazard incident management	EC	
118.06	Search and Rescue incident management	EC	
118.07	Wildland Home Risk Assessment	EC	
118.08	Wildland Urban Interface Defensible Space Enforcement	EC	
118.09	Damage assessments	EC	
118.10	Special events	EC	
119.00	Data Analysis Polygon Tool		
119.01	Ability to query data in layer when area is defined by a polygon	EC	
119.02	Ability to draw vertex or trace polygon	EC	
119.03	Ability to count, sum or group data results	EC	
Mobile Device Application User Interface			
	Requirements listed here are unique to mobile device use. The mobile device application should be capable of meeting the requirements listed above in addition to the following requirements.		

200.00	Resource Location Services		
200.01	Utilize mobile device location services to display the users location on the map application	EC	
200.02	Share users mobile device location service back to the main application with a maximum one minute refresh rate	FC	Currently 2 minute refresh.
201.00	Offline Maps and Data Collection		
201.01	Cache maps locally so that they are available when disconnected from data service	EC	
201.02	Collect new data for all feature services listed in Section 118.00 while disconnected from data service	EC	
201.03	Store and forward data automatically on restored data service	EC	
Interoperability			
300.00	Data Exchange		
300.01	Ability to meet National Emergency Number Association(NENA) - National Information Exchange Model (NIEM) and Emergency Incident Data Document (EIDD) standards	FC	Yes, and Intterra meets this as a capability under our contract for SCOUT however for SDF&R it may require custom enhancement to the ETL process.
300.02	Meet Open Geospatial Consortium standards	EC	
300.03	Import and export Representational End State Transfer services	EC	
300.04	Import and export shapefiles	EC	
300.05	Import and export KML/KMZ files	EC	export only air intel
300.06	Import and export georeferenced imagery	EC	export only air intel
300.07	Import and export JSON and GEOJSON services	FC	
300.08	Import and export GPX files	NC	
300.09	Import and export Live KML	EC	Export is demonstrated by ATAK, Import is direct
300.10	Import and export csv	EC	
301.00	Esri Compatibility		
301.01	ArcGIS Pro	EC	
301.02	ArcGIS Desktop	EC	
301.03	ArcGIS Online	EC	
301.04	ArcGIS Portal	EC	
301.05	ArcGIS Enterprise Server	EC	
302.00	Other Applications		
302.01	Integrate with Domestic Awareness Assessment Response Tool (DAART)	EC	Yes - but this requires a manual login to DAART
302.02	Integrate with WebEOC	EC	Intterra has capability to share data with WebEOC, however specific requirements and scope are need to be defined and that functionality is NOT included in the prices quoted.
302.03	Integrate with Integrated Reporting of Wildland Fire Information (IRWIN)	EC	
302.04	Integrate with National Incident Feature Service	EC	
302.05	Integrate with Computer Aided Dispatch Systems	EC	
303.00	Resource Location Services		
303.01	Accept, process and display REST services	EC	
303.02	Accept, process and display JSON services	EC	
303.03	Accept, process and display GeoJSON services	EC	
303.04	Application capable of processing large numbers of records at a frequency rate of no greater than every 30 seconds.	EC	
304.00	Utilize customer provided geodatabases		
304.01	Ability to host geodatabase provided by customer	EC	
Administrative Tools			
400.00	Identity Management System		
400.01	Add and delete users	EC	
400.02	Password management	EC	
400.03	Role based authorities	EC	

400.04	Security Assertion Markup Language (SAML) - Open standard for exchanging authentication and authorization between parties identity provider or service provider	FC	
401.00	User Permission Levels		
401.01	System Administrator-This user should have all the capabilities of an Agency Admin. They should also have the ability to add new members and change the permissions of all users within the program. They should have access to all trouble tickets that are submitted to the program techs.	EC	
401.02	GIS User - is level of user should have all the functions of a basic user as well as have the capability to upload files into an incident or a common directory. This user should also have the ability to export all layers and data.	EC	
401.03	Basic User - This level of user should have the ability to enter into collaborative workspaces to add drawing features as well as use any chat function. They need to be able to utilize all layers and all available tools.	EC	
401.04	Code enforcement supervisor role - This user will have access to all reporting functions in the Wildland Defensible Space Code Enforcement section.	EC	
401.05	Non Governmental or invite to specific incident only User- This level of user should be able to see only specific invite only collaborative workspaces as well as limited access to data layers. There should be some ability for them to upload data such as a propane company that has a layer of all their tank locations.	EC	
401.06	Read only user- Users that have no experience or proper training in the program that have no information to contribute. There are multiple Emergency Operation Centers that can display specific collaborative work spaces for intel only.	EC	
402.00	Application Security		
402.01	System User Authentication. Web authentication must be aware and ready (or configurable with) Security Assertion Markup Language (SAML) and Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	FC	
402.02	Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	EC	
402.03	Encryption. Application must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.	EC	
402.04	System Sharing. Application must not permit the transmission of participating agency data beyond the approved participating agency domains.	EC	
402.05	Protection of Sensitive Information and Data. Proposer, its agents, employees, contractors and any other person or entity working on behalf of Proposer to provide services under this proposal must at all times comply with participating agencies policies for protection of sensitive information and data.	EC	
402.06	Auditing and Logging. The Solution must log all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include System User ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details). Solution must support interoperability with centralized logging and Security Information and Event Management (SIEM) technologies.	EC	

402.07	Compliance with Organization's Security Policy, Standards and Procedures. Solution Proposer working directly on participating agencies or from participating agencies facilities are subject to and required to follow all policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at http://csrc.nist.gov/groups/STM/cmvp/standards.html For FIPS-140-2 the agencies requires Level 2 compliance and role based authentication for access to this application.	EC	
402.08	Data Integrity. The Solution must ensure the integrity of all the data collected, stored and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	EC	
402.09	Parameter Manipulation. Parameter manipulation must not be designed to provide access to data or Application functionality that a System User is not authorized to see or use. Proposer is expected to follow OWASP standards for security at a minimum.	EC	
402.10	Hidden Fields. The use of "hidden fields" for Security is prohibited. Proposer is expected to follow OWASP standards for security at a minimum.	EC	
402.11	Cookies. Security settings must not rely on cookies. Cookies must not contain or be used to obtain sensitive information.	EC	
402.12	Session Identifiers. If session identifiers are utilized, they must be generated with unpredictable numbers and must contain enough key space to prevent unauthorized use or guessing of the session ID's. Proposer is expected to follow OWASP standards for security at a minimum.	EC	
402.13	Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g. incorrect password or unknown System User account). Other security related errors (e.g. file not found or permission denied) must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.	EC	
402.14	Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that participating agencies data is logically separated from third-parties to ensure no leakage of participating agencies data occurs.	EC	
403.00	Application Data		
403.01	All data collected on behalf of the participating agencies are the property of the participating agencies. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, the Proposer will retain the participating agencies data for a minimum of ninety (90) days and will transfer participating agencies data in its possession to the participating agencies at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the participating agencies 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.	EC	

403.02	Comply with all applicable federal, state and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	EC	
403.03	Participating agency Data Access. If proposed Solution is sub-contracted and hosted by a third party, participating agencies owned data must be available to the participating agencies. System User access and authorizations must be provided as directed by the participating agencies.	EC	
403.04	Third Party Requirements. Any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	EC	
System Compatibility			
500.00	Operating Systems		
500.01	Microsoft Windows	EC	
500.02	Apple iOS	EC	
500.03	Android	EC	
501.00	Device Compatibility		
501.01	Desktop computers	EC	
500.02	Laptop computers	EC	
499.03	Mobile Tablets	EC	
498.04	Smartphones	EC	
502.00	Application Standard and Internet Browser Compatibility		
502.01	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	EC	
502.02	Google Chrome	EC	
502.03	Firefox	EC	
502.04	Microsoft Edge	EC	
502.05	Safari	EC	
System Availability and Capacity			
600.00	Hosting, Redundancy and Failover		
600.01	Vendor cloud hosted, off premise server solution	EC	
600.02	Redundancy and failover process between the primary and secondary computing environments. The primary and secondary systes should run concurrently and an automated failover between them.	EC	
600.03	System reliability of at least 99.99% uptime	EC	
601.00	Scalability		
601.01	Support a minimum of 500 registered users, 25 concurrent users, 10 concurrent users in workspaces, 5 active incidents	EC	
601.02	Ability to scale up to 1000 registered users, 500 concurrent users, 25 active incidents, 25 concurrent users in workspaces	EC	
603.00	Backup and Recovery		
603.01	Backup and Recovery of the application software and version upgrades	EC	
603.02	System backup media format suitable for convenient off-site storage	EC	
603.03	Incremental and full back up capabilities	EC	
603.04	Provide differential backup schedules for various system components configurable by the system administrator	EC	
603.05	System backups should be accomplished without taking the application out of service and without degradation of performance or disruption to operations	EC	
604.00	Test and Training Environment		

604.01	A production environment, a separate test environment and a training environment. The test and or training environments will be used to test setup and process flow functionality, training administrators and end-users, software patches, minor development and new software version testing.	EC	
604.02	Support software patches and version upgrades that are tested in the testing environment before being done in the production environment.	EC	
604.03	Support the ability to easily copy their production environment to their training and test environment.	EC	
System Support			
700.00	Service level agreement		
700.01	Priority One - 24/7 support within 1 hour	EC	
700.02	Priority Two - 24/7 support within 24 hours	EC	
700.03	Priority Three - normal business hours within one day	EC	
701.00	Help Ticket System		
701.01	Ticket system for users to submit tickets and tracking	EC	
702.00	System Documentation		
702.01	Complete set of system documents to describe function.	EC	
703.00	Training Material		
703.01	Online library of instructional training documents	EC	
703.02	Online library of instructional video content	EC	
703.03	Duplicate instance of application for user training	EC	