

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090304-25-S, PUBLIC SAFETY COMMUNICATION CONSULTING SERVICES

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) #10090304-25-S, Public Safety Communication Consulting Services (Contractor).

RECITALS

On or about 6/24/2025, 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 public safety communication consulting services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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 Services 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 Services.

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

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (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 as outlined in the Cost/Price Proposal. Total cumulative expenditures under Contracts awarded pursuant to this solicitation will not exceed \$1,000,000 without approval by City Council via a resolution or ordinance.

**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 Services to be provided. Contractor will provide any Services 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 Services 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 Proposal

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

Blue Wing Services, Inc.

Proposer

235 Summer Hill Drive

Street Address

Gilbertsville, PA 19525

City

(610) 316-2660

Telephone No.

andrew.maxymillian@bluewing.com

E-Mail

BY:

Andrew C. Maxymillian

Andrew C. Maxymillian (Dec 26, 2025 10:33:52 EST)

Signature of
Proposer's Authorized
Representative

Andrew Maxymillian

Print Name

Vice President

Title

12/26/2025

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

C. Abarca

Print Name: Claudia Abarca

Director, Purchasing & Contracting

Title

12/26/2025

Date Signed

Approved as to form this 31 day of
December 25, 2025.

HEATHER FERBERT, City Attorney

BY:

Heather Ferbert

Deputy City Attorney

**ADDENDUM A
JULY 16, 2025**

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. Proposers must list or reference each specific exception they are requesting to the Scope of Work, the Contract, or the Exhibits thereto. For each requested exception, proposers must provide proposed alternative or amended language in their initial proposal submittal for potential consideration. The

proposer must also present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto.

It is not acceptable for proposers to take exception to terms or conditions in general, with a request to later discuss or negotiate specific terms within the RFP / Contract. Nor is it acceptable to refer to other contracts for alternative language. The City will not consider exceptions addressed elsewhere in the proposal, nor will the City consider exceptions for which no specific alternative or amended language is provided within the proposal.

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 nonresponsive, or award the Contract without proposer's proposed exceptions.

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 Exhibit I, Interrogatories.

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.

2.14 An additional, redacted version of Proposer's response to the RFP containing all requested redactions of confidential, proprietary or other information which proposer alleges to be exempt from disclosure under the California Public Records Act, including the legal basis for such exemption, as fully set forth in Exhibit B, Section 9. Public Records below

Tab C - Cost/Price Proposal (Exhibit D). 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. Additionally, if the proposer considers any part of its proposal confidential, proprietary, trade secret, or otherwise exempt from disclosure under the CPRA, in addition to the requirements above, proposer must also submit a clearly marked redacted version of the proposal at the time of submittal.

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:

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

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 Reserved.

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.	<hr/> 25
1. Requested information included and thoroughness of response	
2. Clarity and Conciseness of the response	
3. Understanding of the scope of work and ability to deliver as exhibited in the Executive Summary	
4. Acceptance of City standard documents, including Terms and Conditions, Statement of Work, and other provisions	
B. Organizational Experience and Past Performance.	35
1. Relevant experience of the Firm and subcontractors (if applicable)	
2. Past experience and prior performance with providing services in similar size and scope in government or commercial setting	
3. Demonstrated subject matter expertise	
4. Other pertinent experience and expertise	
C. Capability to Meet Service Needs.	25
1. Capacity/Capability to meet The City of San Diego needs in a timely manner	
2. Staffing Plan	
D. Price.	15
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112 <hr/>

*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.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City’s best interests.

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 up to five (5) contracts.

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 OF INTENT TO AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Exhibit E. Special Provisions and Article VII of the General Contract Terms and Provisions (Exhibit C).

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. Consultant Award Tracking Form.

5. Conflict of Interest Certification Form.

6. Sensitive Information Authorization Acknowledgement Form. Administrative Regulation 90.64. Contractor acknowledges and shall comply with the requirements in City of San Diego Administrative Regulation 90.64 PROTECTION OF SENSITIVE INFORMATION AND DATA to ensure the confidentiality and protection of sensitive information and data against unauthorized use. Contractor shall sign the City of San Diego "Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors" which includes a Policy Summary (pertinent excerpts from City Administrative Regulation 90.64).

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 SERVICES

1. Overview of Requirements

The City of San Diego's Department of Information Technology (hereinafter "City") is seeking offers for the provision of Public Safety Communication Consulting Services ("Services").

The City currently has contracts in place for these services that are set to expire in February 2026. The goal of this RFP is award and execute contract(s) to continue these services. Historically the City has spent approximately \$450,000¹ over a five (5) year term.

Proposers should be especially mindful that, should they be awarded a Contract by the City for these Services, in order to avoid a conflict of interest and protect the integrity of the procurement process, they will be precluded from submitting a proposal in response to any RFP for the provision of wireless services, as a result of any specialist advice provided via the resulting Agreement. Qualified Consultants must be independent, vendor and manufacturer neutral, and act on behalf of, and in the best interests of the City.

2. RFP Objectives

The City intends to retain industry expertise that will result in:

- A high standard of advice and documentation that appropriately addresses all City business concerns; and
- Timely and effectual industry-leading advice, that will assist with ensuring the City continues to deliver outstanding Public Safety Communication services to its residents.

3. City of San Diego Background

The City of San Diego is the state of California's second largest city and the eighth largest city in the United States. It has a population of approximately 1.4 million residents. The City operates on a July – June fiscal year (FY). The City's total net operating and capital budget for fiscal year 2025 (FY25 – July 2024 to June 2025) is approximately \$5.65 billion. The City has approximately 13,000 full and part time employees in its regular workforce. At various times of the year, the regular workforce may be augmented by as many as 1,500 additional seasonal employees.

4. The Wireless Technology Services Division

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

¹ This figure is provided for guidance purposes for Proposers only; the City is not bound to expend these funds and can choose to do so at its sole discretion.

The City is soliciting proposals for a wide variety of technical and operational Consultancy Services related to Public Safety Radio Communication Equipment, Technologies, Infrastructure, Emergency Response, Command & Control, Interoperable Communications, Integration Services, and support for 700/800 MHz, VHF, UHF, IP/MPLS wireless communications systems.

The City currently has a twenty (20) channel 700 MHz P25 Trunked Simulcast Radio System with seven (7) sites. The 700 MHz system also includes two Astro Site Repeaters (ASR's) for extended coverage. Additionally, the City of San Diego has a two (2) channel VHF P25 Analog Simulcast Radio System with seven (7) sites.

Table 1. City of San Diego airtime and PTTs for the period of Jan 1, 2024 to Dec 31, 2024

ID	Count	Unit
Push to Talk Transactions		
1	9,630,462	PTTs (annual)
2	802,539	PTTs per month (average)
Calls		
3	68,724,117.2	seconds (annual total)
4	5,727,009.77	seconds per month (average)
5	1,145,401.95	minutes (annual total)
6	95,450.16	minutes per month (average)
7	19,090.03	hours (annual total)
8	1,590.84	hours per month (average)

The radio communication systems operated by the City provides mission-critical voice and data services to law enforcement, fire and rescue, and other city and non-city agencies within the overall service area. The City provides communications services to key customer organizations with broad public safety responsibilities. In total, the Wireless Services Division supports nearly 10,000 mobile and portable radios.

The City of San Diego radio system customers include:

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

5. Critical Success Factors

The City requires that the Services resulting from the Agreement assist in maintaining the following Critical Success Factors:

- Maintain 99.999% Service Availability at all times;
- Ensure seamless interoperability with regional partners;
- Ensure current security standards are met;
- Ensure software and hardware versions are current and can function across the communications ecosystem;
- Maintain FCC license and Spectrum compliance;
- Ensure 24x7x365 monitoring and support;
- Deliver value for money; and
- Optimize system scalability.

6. Selection Process

The City intends on awarding contracts for up to five (5) of the top scoring firms as a result of the evaluation process to provide services as described in this RFP. Services will be provided via the Work Order process as described below.

7. Work Order Requirements

Successful Proposer(s) shall perform certain tasks as described in this RFP on an as-needed basis when requested through a Work Order process as described in Exhibit H and are expected to work closely and collaboratively with designated City staff and with other successful Proposer(s) if applicable, to accomplish required tasks in an effective, professional, and timely manner.

Consulting services are to be provided by successful Proposers and will be authorized via a written Work Order that both the City and the successful Proposer(s) agree to by signature on the Work Order. The work defined in each Work Order will constitute a "Project". The cost for services may vary depending upon the amount of work estimated for a particular Project. As part of a Work Order, the requirements will be provided to successful Proposer(s) when the need for consulting services is identified. The successful Proposer(s) will use the Work Order requirements as a tool for providing an estimate to the City for required consulting services. If the City awarded contracts to multiple successful Proposers that could potentially perform the services described in a Work Order, then before authorizing a successful Proposer to perform the services described in a Work Order, the City will first send each such successful Proposer's authorized representative, via e-mail, U.S. mail or an express mail service, a Work Order information request. The successful Proposer will provide to the City, in its response to the Work Order proposal response, executive summary, project approach, team composition and availability, timelines, and pricing as described in Exhibit H. The successful Proposer's response to the Work Order request will be evaluated as described in Exhibit H. **The successful Proposer will be notified of Work Order acceptance or rejection via e-mail with the successful Proposer receiving a follow up request for signature on the Work Order.** Any changes to the scope, schedule, deliverables or compensation must be agreed to in advance by amendment to the Work Order.

Consulting Services often include work with short deadlines or with limited time for completion. Successful Proposers must be able to start the work per the Work Order in the timeframe agreed upon with the City.

8. Services Delivery

Services will be delivered to the City via a mix of onsite and offsite delivery:

Onsite attendance (at City facilities downtown San Diego, and to remote radio sites and dispatch centers around San Diego) may be required for key kick-off meetings, systems monitoring and analysis, technical reviews, some document reviews, presentations to City Council, Council Committees, Community meetings and any other meetings the City deems to be key as part of the delivery of Services.

Offsite delivery for other document reviews and project meetings will be facilitated via online meetings (e.g., Microsoft Teams). Depending on the projects and type of work being performed, the majority of the hours consumed under this engagement could be performed offsite or onsite; the City will be clear during its future request for quotations on what its requirements are in terms of physical presence for each piece of work.

9. Services Volume

Services will be requested by the City on an ad-hoc basis, dependent upon business priority.

A competitive bill-rate is requested as part of this solicitation for a variety of disciplines; the City will require the successful Proposer(s) to invoice based upon either the agreed Time-and- Materials rate, or a blended daily rate, or an agreed-upon fixed-fee schedule per Exhibit C – Terms and Conditions to this RFP. (The City also reserves the right to negotiate with Vendor, in good faith, the delivery of Services as described in Exhibit B – Scope of Services on a fixed-fee basis, as-and-when required.)

As an example, the City provides in Table 2 an estimate² for required hours for each of the following potential Wireless Technology Services Division projects:

Table 2. Estimated Volume of Hours for Each Wireless Procurement

Project	Estimated Hours
1. LMR Network/Interoperability	120
2. Microwave/MPLS Network Evaluation	120
3. Tower/Radio Site Management	100
4. FCC/Regulatory Support	40
5. SLA/MOU/RFP review	40
6. System Risk Assessment	160
7. Life Cycle Support	180
Total	760

These hours are not guaranteed and are provided as an estimate only; this list of future possible projects is provided for guidance only and is subject to change without notice,

and at the sole discretion of the City. The City reserves the right to request Services as-and-when required throughout the duration of the Contract.

10. Scope of Services

The successful Proposer(s) may be required to perform one or more of the following tasks under the resulting Agreement(s); this list is not exhaustive, and serves as an 'overarching' scope for future City Public Safety Communications Consultancy requirements:

10.1. Document and System Reviews

The successful Proposer(s) may be required to:

- a. Represent the City's interests in working with the chosen vendor for the system; viewing, evaluation and proposing recommendations for modifying system and network design;
- b. Review testing criteria/test plans and assist in network testing including coverage, throughput, capacity, cell/sector loading and redundancy/failover testing;
- c. Review the system testing results;
- d. Review, evaluation and proposing recommendations for modifications for Service Level Agreements and End User Agreements;
- e. Review, evaluate and develop procedures and testing criteria for compliance with FCC, and future FirstNet interoperability technical standards;
- f. Review the engineering services related to relocation or establishing new microwave links;
- g. Perform network analysis and assessment.
- h. Review network documentation including all modifications to documents as required for the City's technical staff to perform maintenance to these systems;
- i. Construction administration and project management support;
- j. Estimate, track, monitor and report status relating to technical, cost, schedule, and risk performance for assigned scope of work; and
- k. Communicate and develop different types of Senior-level management presentations of Program/Project status, issues, risks, and needs of the Program/Project, both in writing and via oral presentations.

10.2. Interference Investigation and Recommendation

The successful Proposer(s) will provide required services to ensure the system vendor uses the most appropriate and effective method to investigate, identify the source and make recommendations to resolve any interference issue that may arise related to microwave, LTE, or LMR networks.

10.3. FCC/Regulatory Support

The successful Proposer(s) may provide services to include:

- a. Review of vendor's actions licensing administration, including renewals, modifications, changes, construction extension requests, etc.;
- b. Review and evaluation of any possible new channels or frequencies to be provided/added if the system is changed or expanded; respond to requests from

outside agencies for concurrence for future co-channel or adjacent-channel applications;

- c. New license acquisition, as required; and
- d. Perform monitoring and advise for regulatory alerts (from APCO, FCC, NPSTC, and other regulatory bodies and services) of rule changes that could impact functionality or future integration.

10.4. Link Analysis & Path Study

The successful Proposer(s) may provide services to include:

- a. Project Management Support;
- b. Link Analysis and Path Study;
- c. FCC Regulatory Support;
- d. Verification and Validation of Equipment Compliance;
- e. Create and Facilitate Training;
- f. Wireless System Design verification;
- g. Wireless System functional validation and verification;
- h. Wireless Public Safety Communications Networks Project Technical Coordination;
- i. Wireless spectrum performance validation and verification; and
- j. Wireless interference analysis, verification and mitigation.
- k. Assess vendor recommendations relative to site locations, equipment, software, broadcast frequencies; and
- l. Review vendor prepared radio coverage maps and coverage predictions.

10.5. Systems Engineering

The successful Proposer(s) may provide services to include:

- a. Needs Assessment & Gap Analysis;
- b. Network Assessments & Recommendations & Technical Specifications Development;
- c. Stakeholder Engagement & User Requirements Capture;
- d. Strategic Planning of System Upgrades/Replacements & Conceptual Design;
- e. RF Coverage & Radio Propagation Analysis;
- f. Site Assessments & "Make Ready" Recommendations;
- g. Integration/validation of P25 standards based equipment and systems;
- h. Radio system backup/Disaster Recovery/System Restoration;
- i. NextGen Technologies; and
- j. DAS/BDA/ERRCS.

10.6. Systems Design & Implementation

The successful Proposer(s) may provide services to include:

- a. Vendor Evaluation, Assessment & Negotiations;
- b. Oversee Vendor Project Implementation Governance Strategy, Planning, & Management;
- c. System Operations & Management;
- d. Digital Transformation Projects;

- e. Training;
- f. Full Lifecycle Support, Technology Refresh;
- g. Software support;
- h. Site Surveys; and
- i. Site/Tower Management; physical facilities (radio towers, shelters, grounding, power systems, etc.).

10.7. Land Mobile Radio and Wireless Technologies

The successful Proposer(s) may provide services to include:

- a. Architectures: Simulcast, Multicast, Trunked, Repeated, Voted, Transmitter-Steered;
- b. Wireless Technologies;
- c. In-Building Distributed Antenna Systems DAS & BDA;
- d. Two Way Radio Frequency Bands (VHF, UHF, 700 MHZ, 800MHZ, 900MHZ, 4,9GHZ); and
- e. Fire Station Alerting.

10.8. Project Management & Systems Implementation

The successful Proposer(s) may provide services to include:

- a. PMI-compliant Project Planning, Management & Oversight;
- b. Project Scope Definition, User-Needs Capture, Stakeholder Validation & Requirements Verification;
- c. Procurement Strategy, Planning, Assistance, & Management;
- d. Technical Management & Oversight of Radio, Radio Dispatch Consoles, CAD/RMS, Mapping, GIS, Telephony Networks;
- e. Smartsheet® Certified Professionals; and
- f. Budgetary Equipment and Services Estimates.

10.9. FCC Licensing Services

The successful Proposer(s) may provide services to include:

- a. Frequency Search, Assessment & Acquisition;
- b. FCC License Submissions & Management;
- c. Region 43 & Others, Support; and
- d. Assist with Letters of Concurrence.

10.10. Grant Assistance & Strategic Plan & Fund Guidance

The successful Proposer(s) may provide services to include:

- a. Technology Strategic Plan Development;
- b. Organizational Change Management;
- c. Homeland Security Grant Assistance;
- d. Exercise Development & Oversight;
- e. Lessons Learned & After-Action Review Assessments; and
- f. Funding Models.

10.11. Documentation and Radio Programming Tasks

The successful Proposer(s) may provide services to include:

- a. Console/Resource Design;
- b. Developing Radio Templates/Fleet-maps;
- c. Radio reprogramming;
- d. Radio database management;
- e. Administrator Documentation;
- f. User Documentation; and
- g. Mutual Aid, Letters of Authorization, Programming Management.

10.12. Additional Technical Services

The successful Proposer(s) may assist the City in various technical initiatives, which include the following:

- a. Develop network addressing plan;
- b. Fiber optic network design and redundancy;
- c. Future expansion of communication systems particularly the impact of any system expansion on existing services;
- d. Assess compliance of equipment with established Technical Standards including ANSI/TIA, Project 25, 3GPP;
- e. Compliance with all minimum technical requirements and interconnection processes and procedures;
- f. Network capacity planning to include tower loading studies for existing sites and potential sites;
- g. Communications Network Security and Encryption design and implementation;
- h. compliance with state and federal requirements;
- i. IP network design and interface into other enterprise networks;
- j. Application integration, testing and deployment:
 - Voice over Internet Protocol (VOIP);
 - Voice over LTE;
 - Mission-Critical Push-to-Talk (MCPTT);
 - 2-way licensed radio (LMR) communications; and
 - Cellular (public safety and commercial LTE)
- k. Potential ability for network roaming/handover between City LMR and commercial LTE services;
- l. Network Interconnectivity/Roaming with other 700MHz Public Safety and Broadband Networks;
- m. Network Administration and System Maintenance Best Practices on Regional Networks;
- n. Explore possibilities for enhanced interoperability with neighboring public safety entities and seek to leverage existing regional infrastructure;
- o. Coordinate with the project stakeholders (Information Technology Division, School Police Department, Emergency Operations, Transportation Services Division, end users, Regional Agencies, as appropriate Program/Project Team

- members, etc.) and contractor on all aspects above;
- p. Maintain awareness of current and emerging trend technology within mobile communication domain and develop strategies to improve and develop technical roadmaps;
 - q. Develop and review metrics and defects trends, identify systemic root causes and process improvements; and
 - r. Communicate and develop different types of Senior-level management presentations of Program/Project status, issues, risks, and needs of the Program/Project, both in writing and via oral presentations.

10.13. General Responsibilities

The general, administrative roles of the Parties are described below:

Table 3. General Responsibilities of the Parties

Roles and Responsibilities	Successful Proposer(s)	City
1. Schedule all project meetings with appropriate attendees		X
2. Request, via email, attendance of Vendor at City project meetings		X
3. Attend, where requested by the City, project meetings onsite and offsite	X	
4. Plan and schedule milestone procurement meetings (including, but not limited to, technical reviews, evaluation meetings, site visits etc.)		X
5. Attend, where requested by the City, and provide expertise from suitably qualified SME personnel, milestone procurement meetings (including, but not limited to, technical reviews, evaluation meetings, site visits etc.).	X	
6. Plan and schedule City internal meetings, community meetings, and/or City legislative meetings for the approval of resulting contracts (including, but not limited to, Committee meetings, City Council meetings, Independent Budget Analyst meetings etc.)		X
7. Attend, where requested by the City, and provide expertise and support from suitably qualified personnel, City internal meetings, community meetings, and/or City legislative meetings for the approval of resulting contracts (including, but not limited to, Committee meetings, City Council meetings, Independent Budget Analyst meetings etc.)	X	
8. Where necessary, submit to City request to replace Vendor- provided Services delivery team member with suitably experienced and qualified personnel no less than fourteen (14) calendar days prior to Vendor-provided team member departure	X	
9. Review and approve or deny, request to replace Vendor- provided Services delivery team member		X

Roles and Responsibilities	Successful Proposer(s)	City
10. Provide periodic reports on Vendor's performance of Services, including the status of Services progress and completion of any negotiated milestones, as requested by the City	X	
11. Review and approve Vendor's periodic performance report		X
12. Submit invoices and underlying billing data to City on a monthly basis (unless otherwise specified in City Work Order), and in a timely and consistent manner	X	
13. Review and approve (or dispute) invoices and underlying billing data in a timely and consistent manner		X

11. Consultant Resource Responsibilities

The City requires that the Scope of Work is performed, at a minimum, by the following roles:

Table 4. Required Roles and Responsibilities

Required Role	Minimum Experience Expected for the Role
Senior Consultant & Engagement Lead	10 years' experience. BSEE, BSET, BS/Physics, or Bachelor's Degree with Professional Engineer (PE) License MSEE or MS/Physics (preferred) Network Certification, Radio Frequency Engineering Experience (design and implementation), LTE/Fiber/Microwave Backhaul Experience, Lifecycle Management/Technology Refresh Experience, Grants and Asset Management Experience
Project Manager	PMP certified 5+ years' experience: Public Safety Radio System Project Experience, LTE/Fiber/Microwave Backhaul Project Experience, Grants and Asset Management Experience
RF Engineer	Degreed engineer specializing in RF engineering. 5+ years' experience: Public Safety Radio System, Radio Frequency Engineering Experience (design and implementation), LTE/Fiber/Microwave Backhaul Experience
RF Technician	Hardware Provisioning Skills, BDA/DAS/ERRCS Experience, E911/PSAP/Dispatch Center Familiarity and Support Experience, Radio Site/Tower Management

Required Role	Minimum Experience Expected for the Role
Network Engineer	Degreed engineer specializing in Network engineering. 5+ years' experience in designing & implementing IP/MPLS networks. Interfacing P25 systems into IP/MPLS backhaul networks. Firewall configuration and implementation. Cisco: CCNA/CCIE Certifications Nokia (preferred): NRSI (minimum)/NRSII (preferred)/SRA Certifications Protocols: OSPF/BGP/MPLS Route Reflection/QoS/Route Policies Services: VPRN/VPLS/rVPLS/ VMware experience

12. Service Levels

It is essential that the Vendor will be able to ensure that deliverables are reviewed and provided to City in a timely manner. Vendor and City to agree to service terms in writing on a project-by-project basis.



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.



1 Introduction

Blue Wing is pleased to provide a Cost Proposal as Tab C of our response to the City's RFP for Public Safety Communications Consulting Services.

The Cost Proposal is being provided in the form and format requested by the City and adheres to Exhibit D of the RFP.

We understand and acknowledge that we must provide pricing for the Services described in the City's RFP per both models (Time and Materials, and a Blended Hourly rate). We further acknowledge that we must submit a single rate for each role, as opposed to a range. We further understand the City reserves the right to request services rendered based on either model, throughout the duration of the Contract.



2 Services Pricing – Model One

Blue Wing is providing pricing as required in the City's RFP, Exhibit D, for Model 1 – Time and Materials Rate per Hour.

Vendor Role	Fee (\$ per hour)
Lead Consultant	\$185
Project Manager	\$175
RF Engineer	\$185
Network Engineer	\$180
Project Administrator	\$125
RF/Network Field Technician	\$170
Community Consultant	\$180
Other – Subject Matter Expert	\$180

Table 2-1: Pricing - Model 1, Time and Materials Rate per Hour



3 Services Pricing – Model Two

Blue Wing is providing pricing as required in the City’s RFP, Exhibit D, for Model 2 – Blended Rate per Hour.

Type	Blended Rate (\$ per Hour)
Blended Rate (inclusive of each of the roles in Section 2)	\$180.00

Table 3-1: Pricing - Model 2, Blended Rate per Hour

The Pricing Template provided in Table 3-1 is inclusive of any travel or expenses incurred through the provision of Services in the cost of the Services, within the Time and Materials and Blended rates for this Proposal.



4 Fixed Price Deliverables Pricing

We understand and acknowledge the City reserves the right under this Contract to negotiate with Blue Wing, in good faith, the delivery of Services as described in Exhibit B – Scope of Services on a fixed-fee basis, as-and when required.

Exhibit E – Special Provisions

Where a conflict may exist, the following Special Provisions will prevail in precedence over the conflicting term within the General Terms and Provisions provided at Exhibit C – General Terms and Provisions.

1. **Sub-contractors and/or sub-consultants.** Successful Proposer(s) will disclose to the City the name(s) and location(s) of any third party sub-contracted under this Agreement for the Services. City must review and approve, in writing, any and all proposed sub-contractors with respect to the proposed Services.
2. **Travel Expenses.** The City requires for the successful Proposer(s) to include any travel or expenses incurred through the provision of Services in the cost of the Services, within their Time and Materials and Blended rates for their Proposal. The City will not accept any invoices for any expenses or costs incurred outside of successful Proposer(s) hourly rates.
3. **Additional Insurance.** Successful Proposer(s) will, at a minimum, provide evidence of the following insurance policies (including levels of coverage) along with the coverages outlined in Article VII of the General Contract Terms and Provisions (Exhibit C):
 - 3.1. **Commercial General Liability (CGL):** covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 3.2. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate.

Exhibit F – Acronyms

3GPP	3rd Generation Partnership Project
ANSI	American National Standards Institute
APCO	Association of Public-Safety Communications Officials
ASR	Astro Site Repeater
CCIE	Cisco Certified Internetwork Expert
CCNA	Cisco Certified Network Associate
DoIT	Department of Information Technology
FCC	Federal Communications Commission
IP	Internet Protocol
IR	IntelliRepeater
LMR	Land Mobile Radio
LTE	Long-term Evolution
MCPTT	Mission Critical Push To Talk
MHz	MegaHertz
MPLS	Multiprotocol Label Switching
NPSTC	National Public Safety Telecommunications Council
P25	Project 25
PTT	Push To Talk
RF	Radio Frequency
RFP	Request for Proposal
rVPLS	Routed Virtual Private LAN Service
SDFD	San Diego Fire Department
SDPD	San Diego Police Department
SLR	Service Level Requirement
SME	Subject Matter Expert
UHF	Ultra-high Frequency
VHF	Very High Frequency
VOIP	Voice Over Internet Protocol
VPLS	Virtual Private LAN Service
VPRN	Virtual Private Routed Network

Exhibit G – Example Project

This Exhibit is provided in order that Proposers might understand the composition of a typical project that might be issued as a Work Order Request, as a result of this RFP.

ID	Task	Hours
1	Project Kick Off Meeting	2
2	Review LMR System FCC Licensing	16
3	Perform Radio Tower Mapping Analysis and Provide Report/Documentation	27
4	Review LMR Coverage Maps	40
5	Perform Interference Monitoring/Data Collection	15
	Total:	100

Exhibit H – Work Order Request Template

This Exhibit is provided in order that Proposers might understand the future form and standards that the City intends to use for requesting Work Order proposals under the resulting Agreement(s).

The City reserves the right to amend this standard form at its own discretion, through the course of any resulting Agreement(s).

All Work Orders will be performed according to the Terms and Conditions described within the resulting Agreement(s) between the Proposer and the City.

For the avoidance of doubt, for each Work Order it issues, the City will complete the items below where the *font is blue*. The successful Proposer(s) will populate the ‘Consultant Work Order Proposal Response’ section.

1. Work Order Instructions:

The administrative requirements for this Work Order are as follows:

ID	Item	Detail
1	Work Order Request Title:	<i>Project name</i>
2	Work Order Request No.:	<i>01</i>
3	Work Order Request Date:	<i>January 1, 2026</i>
4	Consultant Questions Deadline:	<i>January 15, 2026 at 12:00 p.m. PT</i>
5	Work Order Proposal Deadline:	<i>January 21, 2026 at 12:00 p.m. PT</i>
6	Work Order Proposals should be submitted to the following:	<i>firstname.lastname@sandiego.gov</i>

2. Work Order Award Criteria:

The criteria for selecting the most responsive proposal (subject to change for each Work Order) is described below:

ID	Item	Points
1	Project Approach	<i>30</i>
2	Project Team Composition and Availability	<i>30</i>
3	Project Timelines	<i>10</i>
4	Project Cost	<i>30</i>
5	Other (<i>subject to change for each Work Order</i>):	<i>0</i>
Maximum Available Points:		100

3. City of San Diego Requirements

3.1. Objectives:

City to populate Objectives, per Work Order

3.2. Project Overview:

City to populate Project Overview, per Work Order

3.3. Key Constraints and Timelines:

City to populate Key Constraints and Timelines, per Work Order

3.4. Key Deliverables:

City to populate Key Deliverables, per Work Order

3.5. Other Information and Attachments:

City to populate other pertinent information, per Work Order

4. Consultant Work Order Proposal Response

4.1. Executive Summary:

4.2. Project Approach:

4.3. Team Composition and Availability:

4.4. Timelines:

4.5. Work Order Pricing:

EXHIBIT I: Interrogatories Response Template		Proposer Completes <small>(note: Proposers should not alter the format of this response sheet)</small>	The City of SAN DIEGO 
ID	City Question	Proposer Response	
1	Organizational and Key Team Member Experience and Qualifications	Blue Wing Services, Inc.	
1.01	<p>Describe the following:</p> <p>a. Your proposed organization's experience in performing the Services (or services of a similar nature), described in this RFP</p> <p>b. Statement of interest in providing these as-needed consulting services</p> <p>c. Primary point of contact (name, title, phone, email)</p> <p>d. Confirm whether the prime consultant (your organization) has worked with proposed sub-consultant(s) on similar projects in the last three (3) years? If yes, provide details of the project, each firm's role on the project and the dates the services were performed. Limit examples to one (1) project for each sub-consultant firm.</p> <p>e. Additional sub-contractor/sub-consultant information (if applicable):</p> <ul style="list-style-type: none"> -Describe the type(s) of expertise that each sub-contractor/sub-consultant on your team can provide -How long has each sub-contractor/sub-consultant on your team provided these type(s) of expertise 	<p>a. Blue Wing brings decades of experience serving public safety agencies, with a proven track record of successfully delivering the services outlined in the City's RFP. Our team offers a comprehensive and deep understanding of public safety communications, built on extensive involvement in the design, implementation, and optimization of both analog and digital radio systems from all major manufacturers. Several of our team members have actively participated in the Project 25 (P25) standards committee, providing us with firsthand insight into the strengths and limitations of the standard.</p> <p>We have worked with all major P25 radio manufacturers and have completed successful projects across a wide range of system architectures. Our value lies not only in our technical knowledge but in our ability to leverage prior vendor experience to ensure accountability and transparency—leading to strong contract compliance and measurable value for our clients.</p> <p>Additionally, Blue Wing has extensive experience with FCC licensing and frequency coordination across all spectrum bands used in public safety. We excel at evaluating client requirements and delivering tailored solutions that enhance operational effectiveness and support long-term mission success.</p> <p>Due to limitations of this spreadsheet, a complete set of responses to this section may be found in Proposal Tab A, Section 9.1.</p>	
1.02	<p>Briefly describe the extent of your proposed team's experience with respect to:</p> <p>a. Interoperability</p> <p>b. Microwave/MPLS Networks</p> <p>c. Tower/Radio Site management</p> <p>d. FCC/Regulatory Support</p> <p>e. Life Cycle Support, Technology Refresh</p> <p>f. Any additional experience related to the Scope of Services</p>	<p>Due to limitations of this spreadsheet, a complete set of responses to this section may be found in our Proposal Tab A document, Section 9.2.</p>	
1.03	<p>Provide a resume for the proposed team members for this Agreement (if awarded), demonstrating their previous experience with similar Public Safety Communication Consulting Services engagements, for each of the following:</p> <ul style="list-style-type: none"> -Lead Consultant -Project Manager -RF Engineer -Network Engineer -RF Technician <p>For each of the above roles provide up to three (3) examples of prior relevant projects; include the name of project(s); dates of the project(s); and roles/responsibilities for each team member on those project(s); and Demonstrate his/her understanding of public agency regulations/procedures.</p>	<p>Resumes for each of our proposed Team Members may be found in our Proposal Tab A document, Appendix A.</p> <p>Prior relevant project experience for each of our proposed Team Members may be found in our Proposal Tab A document, Section 9.2.</p>	
2	Past Performance		
2.01	<p>Reference 1</p> <p>Provide a reference for your proposal (from the last five years), inclusive of:</p> <p>a. Company name</p> <p>b. Contact name and role</p> <p>c. Contact details (email, phone)</p> <p>e. Location</p> <p>f. Contract Amount</p> <p>g. Brief description of services</p>	<p>a. Washington State Department of Transportation</p> <p>b. Tim McDowell</p> <p>c. Phone: (360) 705-7028</p> <p>d. Email: mcdowet@wsdot.wa.gov</p> <p>e. Olympia, WA</p> <p>f. \$2,500,000</p> <p>g. Consulting, Project Management, and Engineering Services</p>	
2.02	<p>Reference 2</p> <p>Provide a reference for your proposal (from the last five years), inclusive of:</p> <p>a. Company name</p> <p>b. Contact name and role</p> <p>c. Contact details (email, phone)</p> <p>e. Location</p> <p>f. Contract Amount</p> <p>g. Brief description of services</p>	<p>a. City of Hartford, Connecticut</p> <p>b. Jeff Covello, Director</p> <p>c. Phone: (860) 757-4085</p> <p>d. Email: cove001@hartford.gov</p> <p>e. 253 High Street, Hartford, CT 06103</p> <p>f. \$523,271</p> <p>g. Consulting, Project Management, and Engineering Services</p>	
2.03	<p>Reference 3</p> <p>Provide a reference for your proposal (from the last five years), inclusive of:</p> <p>a. Company name</p> <p>b. Contact name and role</p> <p>c. Contact details (email, phone)</p> <p>e. Location</p> <p>f. Contract Amount</p> <p>g. Brief description of services</p>	<p>a. Los Angeles County Internal Services Department (ISD)</p> <p>b. Karl Krebs, Spectrum Manager</p> <p>c. Phone: (323) 881-3691</p> <p>d. Email: kkrebb@isd.lacounty.gov</p> <p>e. 1110 Eastern Ave, Los Angeles, CA 90063</p> <p>f. \$552,387</p> <p>g. Consulting, Project Management, and Engineering Services</p>	

EXHIBIT I: Interrogatories Response Template		Proposer Completes <small>(note: Proposers should not alter the format of this response sheet)</small>	The City of SAN DIEGO
ID	City Question	Proposer Response	
3 Project Delivery Approach and Delivered Business Results			
3.01	<p>Briefly, describe the following:</p> <ul style="list-style-type: none"> a. How your organization develops a work plan b. Who is involved in the decision-making process for the development of the workplan c. How your work plan addresses contingencies that may arise during a project d. Your organizations' experience with functional validation and verification in landmobile radio P25 systems e. Your organizations' experience with Public Safety Communications Project technical coordination with vendors f. Your organization's approach to ensuring a manufacturer meets the technical requirements of an awarded contract g. Your organization's approach to wireless spectrum coverage validation and verification in a land mobile radio P25 system h. Your organization's approach to wireless spectrum interference analysis, verification and mitigation in a land mobile radio system i. Your organization's experience and approach in establishing training for land mobile radio systems 	Due to limitations of this spreadsheet, descriptions for each of these items may be found in our Proposal Tab A Document, Section 9.3	
3.02	<p>Briefly, provide an overview of the quantifiable results (e.g. reduction in contract costs, increase in customer satisfaction, innovative solutioning, reduction in contractual risks) directly attributable to the provision of your organization's expertise and consultancy services for Public Safety Communication Consulting Services.</p> <p>Provide one (1) example, describing the context of each scenario, the extent of your engagement and services rendered, the results attained, and by whom.</p>	Due to limitations of this spreadsheet, descriptions for each of these items may be found in our Proposal Tab A Document, Section 9.3	
4 Additional Considerations			
4.01	<p>As a subject matter expert in the Public Safety Communication Consulting Services please identify and summarize any additional considerations that would be in the best interest of the City of San Diego which have not already been incorporated into the RFP (i.e. why your firm is best suited for this engagement, your firm's commitment to delivering high-quality services).</p>	<p>Blue Wing is best suited for this engagement because of our existing relationship with the City. We have been working with the City's Department of Information Technology and Wireless Services Division for several years. During this time of engagement, we have collaborated with the Wireless Services Division on projects related to tower structural and mapping, coverage analysis, FCC regulatory issues, technical evaluations of proposed wireless equipment, RF exposure analysis and reporting, interference analysis, intermodulation studies, and a host of other areas of expertise. Based on this experience, we are, by far, the most qualified team to continue our work with the City, ensuring Public Safety and Public Service stakeholders have the best wireless communications possible. We look forward to continuing our relationship with the Department of Information Technology and Wireless Services Division.</p> <p>Additional information for this requirement may be found in our Proposal Tab A, Section 9.3</p>	



Public Safety Communication Consulting Services

TAB A – Submission of Information and Forms

City of San Diego, CA

Request for Proposal (RFP) Response

July 31, 2025



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Appendices

Appendix A – Team Member Resumes



1 Completed and Signed Contract Signature Page

Contract Signature Page has been provided as a separate document in the uploaded proposal package. An original hard copy can also be provided if needed by the City.



2 Requested Exceptions

Blue Wing is not requesting any exceptions to the Scope of Work, the Contract, or the Exhibits provided in the City's RFP.



3 Standards Pledge of Compliance Form

The Standards Pledge of Compliance Form has been provided as a separate document in the uploaded proposal package. An original hard copy can also be provided if needed by the City.



4 Equal Opportunity Contracting Forms

The Equal Opportunity Contracting Form has been provided as a separate document in the uploaded proposal package. An original hard copy can also be provided if needed by the City.



5 Reserved



6 Reserved



7 Reserved



8 Additional Information as Required in Exhibit B

Blue Wing has reviewed the information and requirements presented in RFP Exhibit B. In order to confirm our ability to meet these requirements, we are providing the following table that includes our responses to each portion of Exhibit B.

Requirement	Blue Wing Response
1. Overview of Requirements	
The City of San Diego’s Department of Information Technology (hereinafter “City”) is seeking offers for the provision of Public Safety Communication Consulting Services (“Services”).	Understood
The City currently has contracts in place for these services that are set to expire in February 2026. The goal of this RFP is award and execute contract(s) to continue these services.	Understood
Historically the City has spent approximately \$450,0001 over a five (5) year term.	Understood
Proposers should be especially mindful that, should they be awarded a Contract by the City for these Services, in order to avoid a conflict of interest and protect the integrity of the procurement process, they will be precluded from submitting a proposal in response to any RFP for the provision of wireless services, as a result of any specialist advice provided via the resulting Agreement. Qualified Consultants must be independent, vendor and manufacturer neutral, and act on behalf of, and in the best interests of the City.	Understood
2. RFP Objectives	
The City intends to retain industry expertise that will result in: - A high standard of advice and documentation that appropriately addresses all City business concerns; and - Timely and effectual industry-leading advice, that will assist with ensuring the City continues to deliver outstanding Public Safety Communication services to its residents.	Understood
3. City of San Diego Background	



<p>The City of San Diego is the state of California’s second largest city and the eighth largest city in the United States. It has a population of approximately 1.4 million residents. The City operates on a July – June fiscal year (FY). The City’s total net operating and capital budget for fiscal year 2025 (FY25 – July 2024 to June 2025) is approximately \$5.65 billion. The City has approximately 13,000 full and part time employees in its regular workforce. At various times of the year, the regular workforce may be augmented by as many as 1,500 additional seasonal employees.</p>	<p>Understood</p>
<p>4. Wireless Technology Services Division</p>	
<p>The Wireless Technology Services Division (“Wireless Division”) operates as a distinct subset of the Department of Information Technology (“DoIT”) at the City. The Wireless Division is responsible for the provision and stewardship of critical Public Safety wireless infrastructure used by San Diego Police Department (“SDPD”) and the San Diego Fire Rescue Department (“SDFD”) to serve residents within the City of San Diego.</p>	<p>Understood</p>
<p>The City is soliciting proposals for a wide variety of technical and operational Consultancy Services related to Public Safety Radio Communication Equipment, Technologies, Infrastructure, Emergency Response, Command & Control, Interoperable Communications, Integration Services, and support for 700/800 MHz, VHF, UHF, IP/MPLS wireless communications systems.</p>	<p>Understood</p>
<p>The City currently has a twenty (20) channel 700 MHz P25 Trunked Simulcast Radio System with seven (7) sites. The 700 MHz system also includes two Astro Site Repeaters (ASR’s) for extended coverage. Additionally, the City of San Diego has a two (2) channel VHF P25 Analog Simulcast Radio System with seven (7) sites.</p>	<p>Understood</p>
<p>The radio communication systems operated by the City provides mission-critical voice and data services to law enforcement, fire and rescue, and other city and non-city agencies within the overall service area. The City provides communications services to key customer organizations with broad public safety responsibilities. In total, the Wireless Services Division supports nearly 10,000 mobile and portable radios.</p>	<p>Understood</p>



<p>The City of San Diego radio system customers include:</p> <ul style="list-style-type: none"> - City of San Diego Police Department; - City of San Diego Fire-Rescue Department (includes Lifeguard); - City of San Diego Public Utilities Department; - City of San Diego Environmental Services Department; - San Diego Unified School District; - San Diego Community College District; and - Ambulance/Paramedic Services. 	Understood
5. Critical Success Factors	
<p>The City requires that the Services resulting from the Agreement assist in maintaining the following Critical Success Factors:</p> <ul style="list-style-type: none"> - Maintain 99.999% Service Availability at all times; - Ensure seamless interoperability with regional partners; - Ensure current security standards are met; - Ensure software and hardware versions are current and can function across the communications ecosystem; - Maintain FCC license and Spectrum compliance; - Ensure 24X7x365 monitoring and support; - Deliver value for money; and - Optimize system scalability. 	Comply
6. Selection Process	
<p>The City intends on awarding contracts for up to five (5) of the top scoring firms as a result of the evaluation process to provide services as described in this RFP. Services will be provided via the Work Order process as described below.</p>	Understood
7. Work Order Requirements	
<p>Successful Proposer(s) shall perform certain tasks as described in this RFP on an as-needed basis when requested through a Work Order process as described in Exhibit H and are expected to work closely and collaboratively with designated City staff and with other successful Proposer(s) if applicable, to accomplish required tasks in an effective, professional, and timely manner.</p>	Understood
<p>Consulting services are to be provided by successful Proposers and will be authorized via a written Work Order that both the City and the successful Proposer(s) agree to by signature on the Work Order. The work defined in each Work Order will constitute a "Project". The cost for services may vary depending upon the amount of work estimated for a particular Project. As part of a Work Order, the requirements will be provided to successful Proposer(s) when the need for consulting services is identified. The successful Proposer(s) will use</p>	Understood. Comply.



the Work Order requirements as a tool for providing an estimate to the City for required consulting services.	
If the City awarded contracts to multiple successful Proposers that could potentially perform the services described in a Work Order, then before authorizing a successful Proposer to perform the services described in a Work Order, the City will first send each such successful Proposer's authorized representative, via e-mail, U.S. mail or an express mail service, a Work Order information request.	Understood
The successful Proposer will provide to the City, in its response to the Work Order proposal response, executive summary, project approach, team composition and availability, timelines, and pricing as described in Exhibit H. The successful Proposer's response to the Work Order request will be evaluated as described in Exhibit H. The successful Proposer will be notified of Work Order acceptance or rejection via e-mail. The e-mail acceptance will be the authorization to perform the work. Any changes to the scope, schedule, deliverables or compensation must be agreed to in advance by amendment to the Work Order.	Understood
Consulting Services often include work with short deadlines or with limited time for completion. Successful Proposers must be able to start the work per the Work Order in the timeframe agreed upon with the City.	Understood. Comply.
8. Services Delivery	
Services will be delivered to the City via a mix of onsite and offsite delivery:	
Onsite attendance (at City facilities downtown San Diego, and to remote radio sites and dispatch centers around San Diego) may be required for key kick-off meetings, systems monitoring and analysis, technical reviews, some document reviews, presentations to City Council, Council Committees, Community meetings and any other meetings the City deems to be key as part of the delivery of Services.	Understood. Blue Wing has been working with the City via onsite meetings for several years.
Offsite delivery for other document reviews and project meetings will be facilitated via online meetings (e.g., Microsoft Teams). Depending on the projects and type of work being performed, the majority of the hours consumed under this engagement could be performed offsite or onsite; the City will be clear during its future request for quotations on what its requirements are in terms of physical presence for each piece of work.	Understood. Blue Wing has virtual meeting tools available for use, and has been using them in its work with the City for several years.
9. Services Volume	
Services will be requested by the City on an ad-hoc basis, dependent upon business priority.	Understood



<p>A competitive bill-rate is requested as part of this solicitation for a variety of disciplines; the City will require the successful Proposer(s) to invoice based upon either the agreed Time-and- Materials rate, or a blended daily rate, or an agreed-upon fixed-fee schedule per Exhibit C – Terms and Conditions to this RFP. (The City also reserves the right to negotiate with Vendor, in good faith, the delivery of Services as described in Exhibit B – Scope of Services on a fixed-fee basis, as-and-when required.)</p>	<p>Understood. Comply. The City is very familiar with Blue Wing's invoicing and reporting methodology.</p>
<p>As an example, the City provides in Table 2 an estimate for required hours for each of the following potential Wireless Technology Services Division projects:</p>	<p>Understood the example provided in Table 2.</p>
<p>These hours are not guaranteed and are provided as an estimate only; this list of future possible projects is provided for guidance only and is subject to change without notice, and at the sole discretion of the City. The City reserves the right to request Services as- and-when required throughout the duration of the Contract.</p>	<p>Understood</p>
<p>10. Scope of Services</p>	
<p>The successful Proposer(s) may be required to perform one of more of the following tasks under the resulting Agreement(s); this list is not exhaustive, and serves as an 'overarching' scope for future City Public Safety Communications Consultancy requirements:</p>	<p>Understood</p>



10.1. Document and System Reviews	
<p>The successful Proposer(s) may be required to:</p> <ul style="list-style-type: none"> a. Represent the City’s interests in working with the chosen vendor for the system; viewing, evaluation and proposing recommendations for modifying system and network design; b. Review testing criteria/test plans and assist in network testing including coverage, throughput, capacity, cell/sector loading and redundancy/failover testing; c. Review the system testing results; d. Review, evaluation and proposing recommendations for modifications for Service Level Agreements and End User Agreements; e. Review, evaluate and develop procedures and testing criteria for compliance with FCC, and future FirstNet interoperability technical standards; f. Review the engineering services related to relocation or establishing new microwave links; g. Perform network analysis and assessment. h. Review network documentation including all modifications to documents as required for the City’s technical staff to perform maintenance to these systems; i. Construction administration and project management support; j. Estimate, track, monitor and report status relating to technical, cost, schedule, and risk performance for assigned scope of work; and k. Communicate and develop different types of Senior-level management presentations of Program/Project status, issues, risks, and needs of the Program/Project, both in writing and via oral presentations. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>
10.2. Interference Investigation and Recommendation	
<p>The successful Proposer(s) will provide required services to ensure the system vendor uses the most appropriate and effective method to investigate, identify the source and make recommendations to resolve any interference issue that may arise related to microwave, LTE, or LMR networks.</p>	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>



10.3. FCC/Regulatory Support	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Review of vendor's actions licensing administration, including renewals, modifications, changes, construction extension requests, etc.; b. Review and evaluation of any possible new channels or frequencies to be provided/added if the system is changed or expanded; respond to requests from outside agencies for concurrence for future co-channel or adjacent-channel applications; c. New license acquisition, as required; and d. Perform monitoring and advise for regulatory alerts (from APCO, FCC, NPSTC, and other regulatory bodies and services) of rule changes that could impact functionality or future integration. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>
10.4. Link Analysis and Path Study	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Project Management Support; b. Link Analysis and Path Study; c. FCC Regulatory Support; d. Verification and Validation of Equipment Compliance; e. Create and Facilitate Training; f. Wireless System Design verification; g. Wireless System functional validation and verification; h. Wireless Public Safety Communications Networks Project Technical Coordination; i. Wireless spectrum performance validation and verification; and j. Wireless interference analysis, verification and mitigation. k. Assess vendor recommendations relative to site locations, equipment, software, broadcast frequencies; and l. Review vendor prepared radio coverage maps and coverage predictions. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>



10.5. Systems Engineering	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Needs Assessment & Gap Analysis; b. Network Assessments & Recommendations & Technical Specifications Development; c. Stakeholder Engagement & User Requirements Capture; d. Strategic Planning of System Upgrades/Replacements & Conceptual Design; e. RF Coverage & Radio Propagation Analysis; f. Site Assessments & "Make Ready" Recommendations; g. Integration/validation of P25 standards based equipment and systems; h. Radio system backup/Disaster Recovery/System Restoration; i. NextGen Technologies; and j. DAS/BDA/ERRCS. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>
10.6. Systems Design and Implementation	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Vendor Evaluation, Assessment & Negotiations; b. Oversee Vendor Project Implementation Governance Strategy, Planning, & Management; c. System Operations & Management; d. Digital Transformation Projects; e. Training; f. Full Lifecycle Support, Technology Refresh; g. Software support; h. Site Surveys; and i. Site/Tower Management; physical facilities (radio towers, shelters, grounding, power systems, etc.). 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>
10.7. Land Mobile Radio and Wireless Technologies	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Architectures: Simulcast, Multicast, Trunked, Repeated, Voted, Transmitter-Steered; b. Wireless Technologies; c. In-Building Distributed Antenna Systems DAS & BDA; d. Two Way Radio Frequency Bands (VHF, UHF, 700 MHZ, 800MHZ, 900MHZ, 4,9GHZ); and e. Fire Station Alerting. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>



10.8. Project Management and Systems Implementation	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. PMI-compliant Project Planning, Management & Oversight; b. Project Scope Definition, User-Needs Capture, Stakeholder Validation & Requirements Verification; c. Procurement Strategy, Planning, Assistance, & Management; d. Technical Management & Oversight of Radio, Radio Dispatch Consoles, CAD/RMS, Mapping, GIS, Telephony Networks; e. Smartsheet® Certified Professionals; and f. Budgetary Equipment and Services Estimates. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>
10.9. FCC licensing Services	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Frequency Search, Assessment & Acquisition; b. FCC License Submissions & Management; c. Region 43 & Others, Support; and d. Assist with Letters of Concurrence. 	<p>Comply. Blue Wing has provided services related to this scope to the City previously. Proposal Tab A, Section 9 provides detail regarding our experience and resource qualifications to perform these tasks.</p>
10.10. Grant Assistance and Strategic Plan and Fund Guidance	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Technology Strategic Plan Development; b. Organizational Change Management; c. Homeland Security Grant Assistance; d. Exercise Development & Oversight; e. Lessons Learned & After-Action Review Assessments; and f. Funding Models. 	<p>Comply. Blue Wing is very experienced in providing services related to the categories that are listed. These services are related to the management and governance of wireless communications, which we are very familiar with.</p>
10.11. Documentation and Radio Programming Tasks	
<p>The successful Proposer(s) may provide services to include:</p> <ul style="list-style-type: none"> a. Console/Resource Design; b. Developing Radio Templates/Fleet-maps; c. Radio reprogramming; d. Radio database management; e. Administrator Documentation; f. User Documentation; and g. Mutual Aid, Letters of Authorization, Programming Management. 	<p>Comply. Blue Wing is very experienced in providing services related to the categories that are listed. These services are related to programming and configuration of wireless communications, which we are very familiar with.</p>



10.12. Additional Technical Services	
<p>The successful Proposer(s) may assist the City in various technical initiatives, which include the following:</p> <ol style="list-style-type: none"> a. Develop network addressing plan; b. Fiber optic network design and redundancy; c. Future expansion of communication systems particularly the impact of any system expansion on existing services; d. Assess compliance of equipment with established Technical Standards including ANSI/TIA, Project 25, 3GPP; e. Compliance with all minimum technical requirements and interconnection processes and procedures; f. Network capacity planning to include tower loading studies for existing sites and potential sites; g. Communications Network Security and Encryption design and implementation; h. compliance with state and federal requirements; i. IP network design and interface into other enterprise networks; j. Application integration, testing and deployment: <ul style="list-style-type: none"> • Voice over Internet Protocol (VOIP); • Voice over LTE; • Mission-Critical Push-to-Talk (MCPTT); • 2-way licensed radio (LMR) communications; and • Cellular (public safety and commercial LTE) 	<p>Comply. Blue Wing's collective experience (detailed in Proposal Tab A, Section 9) demonstrate our capabilities to provide these services. In many cases, we have provided these services to the City previously.</p>



<p>k. Potential ability for network roaming/handover between City LMR and commercial LTE services;</p> <p>l. Network Interconnectivity/Roaming with other 700MHz Public Safety and Broadband Networks;</p> <p>m. Network Administration and System Maintenance Best Practices on Regional Networks;</p> <p>n. Explore possibilities for enhanced interoperability with neighboring public safety entities and seek to leverage existing regional infrastructure;</p> <p>o. Coordinate with the project stakeholders (Information Technology Division, School Police Department, Emergency Operations, Transportation Services Division, end users, Regional Agencies, as appropriate Program/Project Team members, etc.) and contractor on all aspects above;</p> <p>p. Maintain awareness of current and emerging trend technology within mobile communication domain and develop strategies to improve and develop technical roadmaps;</p> <p>q. Develop and review metrics and defects trends, identify systemic root causes and process improvements; and</p> <p>r. Communicate and develop different types of Senior-level management presentations of Program/Project status, issues, risks, and needs of the Program/Project, both in writing and via oral presentations.</p>	<p>Comply. Blue Wing's collective experience (detailed in Proposal Tab A, Section 9) demonstrate our capabilities to provide these services. In many cases, we have provided these services to the City previously.</p>
10.13. General Responsibilities	
The general, administrative roles of the Parties are described below:	
1. Schedule all project meetings with appropriate attendees	Comply
2. Request, via email, attendance of Vendor at City project meetings	Comply
3. Attend, where requested by the City, project meetings onsite and offsite	Understand this has been identified as a City role.
4. Plan and schedule milestone procurement meetings (including, but not limited to, technical reviews, evaluation meetings, site visits etc.)	Comply
5. Attend, where requested by the City, and provide expertise from suitably qualified SME personnel, milestone procurement meetings (including, but not limited to, technical reviews, evaluation meetings, site visits etc.).	Understand this has been identified as a City role.
6. Plan and schedule City internal meetings, community meetings, and/or City legislative meetings for the approval of resulting contracts (including, but not limited to, Committee meetings, City Council meetings, Independent Budget Analyst meetings etc.)	Comply



7. Attend, where requested by the City, and provide expertise and support from suitably qualified personnel, City internal meetings, community meetings, and/or City legislative meetings for the approval of resulting contracts (including, but not limited to, Committee meetings, City Council meetings, Independent Budget Analyst meetings etc.)	Understand this has been identified as a City role.
8. Where necessary, submit to City request to replace Vendor- provided Services delivery team member with suitably experienced and qualified personnel no less than fourteen (14) calendar days prior to Vendor-provided team member departure	Understand this has been identified as a City role.
9. Review and approve or deny, request to replace Vendor- provided Services delivery team member	Comply
10. Provide periodic reports on Vendor’s performance of Services, including the status of Services progress and completion of any negotiated milestones, as requested by the City	Understand this has been identified as a City role.
11. Review and approve Vendor’s periodic performance report	Comply
12. Submit invoices and underlying billing data to City on a monthly basis (unless otherwise specified in City Work Order), and in a timely and consistent manner	Understand this has been identified as a City role.
13. Review and approve (or dispute) invoices and underlying billing data in a timely and consistent manner	Comply
11. Consultant Resource Responsibilities	
The City requires that the Scope of Work is performed, at a minimum, by the following roles (reference Table 4)	Comply. Blue Wing has reviewed the roles detailed in Exhibit B, Table 4. Team Member qualifications that support each of these roles may be found in Proposal Tab A, Section 9.2.



9 RFP Exhibit I - Interrogatories

In full compliance with the City of San Diego's RFP, Solicitation Number 10090304-25-S, Blue Wing is providing succinct and methodical responses to each of the questions posed in Exhibit I - Interrogatories.

Blue Wing has completed the Excel Workbook entitled, "Exhibit I, Interrogatories", and has included this file with our proposal submission.

In some instances, the information required by Exhibit I was too large to be provided within the context of the workbook. In these cases, we noted where this information may be found.

To present our responses more easily to the RFP requirements, the requirements language from the RFP has been provided in this proposal using *italicized blue font*. Our responses are provided in the text that follows.

Blue Wing looks forward to continuing our partnership with the City of San Diego in the effort to further enhance and modernize its radio communications.

9.1 Organizational Experience, Past Performance and References

1.01a Briefly, as an overview, describe your proposed organization's experience in performing the Services (or services of a similar nature), described in this RFP.

Blue Wing Response: We are very familiar, and highly experienced with all the Services requested in the City's RFP.

Blue Wing has been working with public safety entities for decades and has an extensive and successful track record providing the services described in the City's RFP.

In addition to the specific experience we possess for the tasks listed in the RFP, we have a holistic and comprehensive level of experience and knowledge in the public safety communications industry. Our team members have been involved with the implementation of Public Safety radio systems, both analog and digital, from all major manufacturers. In fact, our team members have also been involved with the Project 25 standards committee and understand its benefits and limitations.

We have experience working with all the major Project 25 radio manufacturers, and we have successfully completed projects that include each of their system offerings. Our value in vendor relationships is that we keep the vendor honest by drawing from our experience of working with them on other projects. This



approach translates to a high degree of contract compliance and value to the Client.

1.01b Statement of interest in providing these as-needed consulting services.

Blue Wing is pleased to submit this Statement of Interest in providing as-needed consulting services to support the City’s public safety communications needs. With decades of experience serving public safety agencies across the country, our team brings a deep understanding of mission-critical communications systems, industry standards, and the operational challenges faced by first responders.

We offer flexible, on-demand consulting services designed to address a wide range of technical, operational, and regulatory requirements. Our expertise spans conventional and trunked systems, analog and digital technologies, FCC licensing, frequency coordination, and vendor-neutral project support across all phases— from planning and procurement through implementation and optimization.

Our team has a long-standing reputation for integrity, responsiveness, and delivering high-quality, actionable guidance that helps our clients make informed decisions and achieve their goals efficiently. We welcome the opportunity to support your organization through as-needed engagements and to contribute meaningfully to your communications initiatives.

1.01c Primary point of contact (name, title, phone, email)

The primary point of contact is:

Andrew Maxymillian
Vice President
(610) 316-2660
andrew.maxymillian@bluewing.com

1.01d Confirm whether the prime consultant (your organization) has worked with proposed sub- consultant(s) on similar projects in the last three (3) years? If yes, provide details of the project, each firm’s role on the project and the dates the services were performed. Limit examples to one (1) project for each sub-consultant firm.

Blue Wing intends to continue utilizing the following subcontractors for this work:

- Towerkraft Engineering, P.C.



- AZTECS

Each of these subcontractors has been extensively utilized in prior projects with the City. As a result, the City is already well acquainted with the quality of their work, and the reliability of their performance.

Towerkraft Engineering, P.C.

Towerkraft has worked numerous projects with Blue Wing and the City of San Diego over the past three years. One project example is:

- Mount Woodson Tower Structural Analysis. Provided structural analysis and remediation recommendations for the Mount Woodson tower and foundation.
- Services were performed from September 2022 to June 2025.

AZTECS

AZTECS has worked numerous projects with Blue Wing and the City of San Diego over the past three years. One project example is:

- Point Loma Tower Mapping and Remediation. Provided tower mapping services for the City's Point Loma tower. Also provided tower remediation services to install stronger cross members for the tower, increasing the structural integrity and load capacity.
- Services were performed from December 2023 to May 2025.

1.01 e Additional sub-contractor/sub-consultant information (if applicable):

-Describe the type(s) of expertise that each sub-contractor/sub-consultant on your team can provide

-How long has each sub-contractor/sub-consultant on your team provided these type(s) of expertise

Towerkraft Engineering, P.C.

Towerkraft is a tower engineering firm that provides a variety of structural engineering services. Towerkraft Engineering takes great pride in offering its engineering services to the communication industry. Their years of experience qualifies them to be experts in the tower engineering field. The number of sites that they have either analyzed or designed numbers over 7,000 (and counting). Each tower is unique and requires specialized analysis to ensure that the tower



will meet the current tower standard. With their experience, they know what to do when a tower does not meet current standards. Towerkraft uses state-of-the-art three-dimensional analysis software for each tower to be certain that it will carry a specified antenna loading.

Towerkraft has been partnered with Blue Wing for over fifteen (15) years and has provided services, as a Blue Wing Partner, to the City on numerous projects.

AZTECS

AZTECS provides an integrated and unified service offering that seamlessly handles virtually any network deployment project type. By combining the deepest experience levels in the industry, with the most innovative minds, Aztecs has developed a modern, scalable, network deployment system, that maximizes value and consistency through automation and efficiency.

Specifically, Blue Wing has partnered with AZTECS to provide tower crew services for installation and removal of appurtenances and lines, tower mapping, as well as documentation and tagging services.

AZTECS has been partnered with Blue Wing for over nine (9) years and has provided services, as a Blue Wing Partner, to the City on numerous projects.

9.2 Key Team Members' Qualifications

1.02 Briefly describe the extent of your proposed team's experience with respect to:

- a. Interoperability*
- b. Microwave/MPLS Networks*
- c. Tower/Radio Site management*
- d. FCC/Regulatory Support*
- e. Life Cycle Support, Technology Refresh*
- f. Any additional experience related to the Scope of Services*

Blue Wing Response: Below are Team Member introductions, including the experience they possess in each of the above disciplines. Additional detail regarding our Team Members may be found in the resumes provided in Appendix A.



Andrew Maxymillian – Lead Consultant, Project Manager

Related Experience:

- a. Interoperability
- c. Tower/Radio Site management
- d. FCC/Regulatory Support
- e. Life Cycle Support, Technology Refresh
- f. Additional experience related to the Scope of Services:
 - o Project Management

Mr. Maxymillian will provide project oversight and act as the overall contact person for the project for business matters. In addition, Mr. Maxymillian will be resourced as needed during critical decision points within the project.

Mr. Maxymillian brings the in-depth knowledge of various radio systems and 800 MHz public safety technology, which will be required to make this project a success. While working with E.F. Johnson from 1993-1997, Mr. Maxymillian directed the engineering, installation, and acceptance of the Washington State Department of Transportation (WSDOT) statewide trunked radio system. Following his tenure at E.F. Johnson, Mr. Maxymillian spent three years as a program director for M/A-COM, where he managed the installation, optimization, training, and maintenance of the Commonwealth of Pennsylvania Public Safety Wireless Digital Communications Network.

Mr. Maxymillian has spent the last twenty (20) years as a part owner and consultant with Blue Wing Services, providing project and program management for various public safety clients in the design, system integration, deployment, and management/technical services related to various large-scale and multi-jurisdictional public safety LTE/LMR and P25 radio networks.

As required by the RFP, Mr. Maxymillian is certified as a Project Management Professional (PMP) by the Project Management Institute. A copy of his PMP certification is provided below.



Daphne Dee Miller – Project Manager, Community Consultant

Related Experience:

- a. Interoperability
- e. Life Cycle Support, Technology Refresh
- f. Additional experience related to the Scope of Services:
 - o Project Management

Daphne Miller will act as a key project management and training resource for the City and will be responsible for the coordination of Blue Wing Team resources for completing the tasks required. Ms. Miller will act as an assigned project manager and will attend to the tactical implementation of assigned tasks. Ms. Miller will draft and maintain the master project schedule and master project plan. She will ensure the meeting minutes are taken during project status updates, are reviewed, and are distributed as directed by the City.

Prior, to joining the Blue Wing team, Ms. Miller was a County 911 Coordinator and Deputy Director in Pennsylvania. In that position, she managed telephony projects and provided state based 911 fiscal management.



Tim Trager – RF Network Field Technician

Related Experience:

- a. Interoperability
- c. Tower/Radio Site management
- e. Life Cycle Support, Technology Refresh
- f. Additional experience related to the Scope of Services:
 - o OET-65 RF Exposure Analysis and Reports
 - o Radio System Coverage Testing

Mr. Trager provides support in the capacity of a technical field resource and as a project manager, when needed. Mr. Trager assists in addressing technical issues and tracks action items to ensure they are completed. He excels at managing inventory of new and legacy radio equipment, support of FCC licenses and antenna system configurations for radio sites.

Additionally, Mr. Trager manages system and coverage benchmark and validation test data and analysis. He also serves as a technical resource to support and facilitate interference monitoring and mitigation. Finally, Mr. Trager provides site construction oversight to ensure vendor, state, federal and local compliance.

Mark Hoppe – RF Engineer

Related Experience:

- a. Interoperability
- b. Microwave/MPLS Networks
- c. Tower/Radio Site management
- f. Additional experience related to the Scope of Services:
 - o Radio System Coverage Testing

Mr. Hoppe will provide services as an RF engineer and be responsible for supporting and facilitating the engineering related tasks assigned by the City, especially in the areas of user operations, propagation/coverage design, system design, coverage verification, system interconnects, and legacy equipment integration.

Mr. Hoppe is familiar with government entities such as the City's. He has worked with numerous public safety entities nationwide, completing needs assessments,



frequency research, RFP preparation, procurement, and site development. Mr. Hoppe brings a high level of experience and education to the project team. A graduate of Dartmouth College – Thayer School, Mr. Hoppe majored in engineering science, and specialized in communication theory and design.

Mr. Hoppe's experience includes significant exposure to all major manufacturer equipment and technologies. While working for Commonwealth Edison from 1991 to 1994, he served as the radio liaison and technical expert in determining potential wireless solutions. Additionally, Mr. Hoppe worked as a system engineer for E.F. Johnson and was assigned as the project engineer for numerous communications systems and projects.

Robert Cifonelli – RF Engineer

Related Experience:

- b. Microwave/MPLS Networks
- d. FCC/Regulatory Support
- f. Additional experience related to the Scope of Services:
 - o OET-65 RF Exposure Analysis and Reports
 - o Radio System Coverage Testing

Mr. Cifonelli will also assist the project team in the engineering work primarily in the areas of GIS, propagation analysis and frequency analysis. For the past twelve (12) years before joining Blue Wing, Mr. Cifonelli was employed by NYSTEC, a non-profit New York State consulting group, where he provided in-depth and key radio services by combining GIS skills, a strong understanding of radio propagation theory and an in-depth understanding of radio licensing.

Mr. Cifonelli has an associate degree from Mohawk Valley Community College and a bachelor's degree from the State University of New York's (SUNY) Institute of Technology.

Richard Frye – Network Engineer

Related Experience:

- a. Interoperability
- b. Microwave/MPLS Networks
- d. FCC/Regulatory Support



e. Life Cycle Support, Technology Refresh

Rich Frye will assist the project team, focusing on the technical evaluation of the network and microwave equipment used in the City's communications systems.

Mr. Frye has worked in the public safety communications industry for over twenty-five (25) years, primarily in radio dispatch consoles, CAD and 9-1-1 systems. In 1983, Mr. Frye joined Orbacom Systems, serving as chief technical officer until 1999. His responsibilities included engineering and product, market, and business development. Mr. Frye presided over three (3) generations of products, from analog systems to VoIP systems. Mr. Frye had ten (10) years of prior experience in telecommunications, computer, and control systems.

Mr. Frye has been active in TIA (Telecommunications Industry Association) since 1996, participating on several technical committees in TR-8, as well as chairing and vice-chairing several subcommittees, primarily in the development of Project 25 standards. Mr. Frye has also been active in NENA (National Emergency Number Association) since 1995, participating on the CPE standards committee and vice-chairing several sub-committees. Mr. Frye started consulting in 2007, serving both the vendor and user communities, specializing in dispatch centers and Project 25.

1.03 Provide a resume for the proposed team members for this Agreement (if awarded), demonstrating their previous experience with similar Public Safety Communication Consulting Services engagements, for each of the following:

- Lead Consultant*
- Project Manager*
- RF Engineer*
- Network Engineer*
- RF Technician*

For each of the above roles provide up to three (3) examples of prior relevant projects; include the name of project(s); dates of the project(s); and roles/responsibilities for each team member on those project(s); and Demonstrate his/her understanding of public agency regulations/procedures.

Blue Wing Response: Team Member introductions were provided in the previous section. Resumes for each Team Member are provided in Appendix A of this document. Additionally, each resource discipline listed above correlates to one or more Team Members listed in this Section.



Below is a summary of the lead Team Members that are proposed for each resource category.

- Lead Consultant
 - **Andy Maxymillian, PMP.** Mr. Maxymillian will provide project oversight and act as the overall contact person for the project for business matters. Mr. Maxymillian brings the in-depth knowledge of various radio systems and 800 MHz public safety technology, which will be required to make this project a success. While working with E.F. Johnson from 1993-1997, Mr. Maxymillian directed the engineering, installation, and acceptance of the WSDOT statewide trunked radio system. Following his tenure at E.F. Johnson, Mr. Maxymillian spent three years as a program director for M/A-COM, where he managed the installation, optimization, training, and maintenance of the Commonwealth of Pennsylvania Public Safety Wireless Digital Communications Network.
- Project Manager
 - **Daphne Miller.** Daphne Miller will act as a primary contact person for the City and will be responsible for the coordination of Blue Wing Team resources for completing the tasks required. Prior, to joining the Blue Wing team, Ms. Miller was a County 911 Coordinator and Deputy Director in Pennsylvania. In that position, she managed telephony projects and provided state based 911 fiscal management.
- RF Engineer
 - **Mark Hoppe.** Mr. Hoppe will provide services as an RF engineer and be responsible for supporting and facilitating the engineering related tasks in the project, especially in the areas of user operations, propagation/coverage design, system design, system interconnects and legacy equipment integration. Mr. Hoppe is familiar with government entities such as the City's. He has worked with numerous public safety entities nationwide, completing needs assessments, frequency research, RFP preparation, procurement, and site development. Mr. Hoppe's experience includes significant exposure to Motorola and E.F. Johnson equipment and technologies. While working for Commonwealth Edison from 1991 to 1994, he served as the radio liaison and technical expert in determining potential wireless solutions. Additionally, Mr. Hoppe worked as a system engineer for E.F. Johnson and was assigned as the project engineer for numerous communications systems and projects.
- Network Engineer



- **Richard Frye.** Mr. Frye is an Engineer who heads up the Network and interconnectivity aspects of system design and validation. Although Mr. Frye is not a certified CCNA/CCIE, he has a deep knowledge and expertise with Cisco routers and associated networks. Blue Wing relies heavily on Mr. Frye's network knowledge and insights. In the event the City requires a certified CCNA/CCIE, through our resources and relationships, we can retain a CCNA/CCIE certified Engineer and present him/her for approval.
- RF Technician
 - **Tim Trager.** Mr. Trager will provide technical assistance and services as required. Mr. Trager has nearly 30 years of progressive experience in the Public Safety Emergency communications industry. Experience in the full range of managerial functions, coupled with a highly evolved technical background, creates a well-rounded, versatile skill set. Ability to manage for results in a fast-paced, high-stakes, and time sensitive environment while maintaining a strong attention to detail and readiness to resolve conflict. Strong interpersonal skills and technical knowledge that combine to successfully lead others in the collaborative development of solutions for the most complex problems. Record of success in managing personnel and equipment resources to insure a successful and sustainable program delivery.

The Table below provides up to three (3) projects for each Team Member and Project Role that are relevant in scope to the requirements in the City's RFP.



Team Member	Project Name	Dates	Roles/Responsibilities
Andrew Maxymillian Lead Consultant	Washington State 800 MHz Rebanding and P25 System Integration	8/2005 to 12/2023	Overall Project Direction, Cost Control oversight and management, Engineering Quality Oversight.
	City of Hartford, CT P25 Radio System Upgrade	3/2008 to Present	Project Manager, Engineering Quality Oversight, FCC Licensing Oversight, Engineering Lead, RF system design lead, regulatory lead
	Los Angeles County Radio System Engineering Services	8/2019 to Present	Interference detection and mitigation, Engineering Services, Technical compliance oversight.
Daphne Miller Project Manager	Washington State 800 MHz Rebanding	8/2005 to 12/2023	Project Manager, maintain master schedule, maintain master project plan, team direction, facilitate project status updates
	Town of Newington, CT P25 Radio System Upgrade	6/2023 to Present	Develop and maintain project plan and schedule. Facilitates project status updates. Addresses issues that arise and work to resolution.
	City of Hartford, CT P25 Radio System Upgrade	3/2008 to Present	Day to day project contact person. Facilitates project status updates.
Tim Trager Technical Consultant	Los Angeles County Radio System Engineering Services	6/2025 to Present	Interference detection and mitigation, Engineering Services, Technical compliance oversight.
Mark Hoppe RF Engineer	Washington State 800 MHz Rebanding	8/2005 to 12/2023	Engineering Lead, benchmark and validation compliance
	Saint Lawrence County P25 Radio System Upgrade	8/2014 to Present	Engineering Lead, RF system design lead, regulatory lead
	Orange County, NY P25 Radio System Upgrade	4/2012 to Present	Engineering Lead, RF system design lead, regulatory lead
Rich Frye Network Engineer	City of Hartford, CT P25 Radio System Upgrade	3/2008 to Present	Network Engineering Lead, Dispatch Technology Engineering Lead, technical oversight and compliance
	Maryland Institute for Emergency Medical Services Systems (MIEMSS) Statewide Dispatch System Upgrade	9/2024 to Present	Network Engineering Lead, Dispatch Technology Engineering Lead, technical oversight and compliance
	Delaware County NY P25 Radio System Upgrade	4/2010 to Present	Network Engineering Lead, Dispatch Technology Engineering Lead, technical oversight and compliance
Robert Cifonelli RF Engineer	Washington State 800 MHz Rebanding	8/2005 to 12/2023	Regulatory support, FCC licensing support, benchmark and validation compliance support
	Delaware County NY P25 Radio System Upgrade	4/2010 to Present	RF engineering support – coverage, FCC licensing support
	St. Lawrence County, NY P25 Radio System Upgrade	8/2014 to Present	RF engineering support – coverage, FCC licensing support

Table 9-1: Team Member Project Experience



9.3 Project Delivery Approach and Delivered Business Results

Intro.

3.01 Briefly, describe the following:

a. How your organization develops a work plan

Blue Wing Response: Our Work Plan is created and divided into project segments through the use of “Scope Decomposition”. This approach is often used to develop a Work Breakdown Structure (WBS) and is the baseline for the development of a project plan and project schedule.

We utilize the work plan to align with the project plan and master project schedule. As such, the key elements of the work plan will follow the schedule that is provided in the Scope of Work. Additionally, the work plan would include sections that address Quality Assurance, Functional Verification, Coverage Verification, and Training.

b. Who is involved in the decision-making process for the development of the work plan

Blue Wing Response: We will ensure the work plan is up to date and accurate at all times, so it may be referenced when key decisions are needed. If a risk issue or a contingency item needs to be addressed, we will work with City to provide the necessary input to foster a comprehensive and informed decision. We will provide recommendations, when needed, based on our extensive knowledge and experience dealing with the integration of P25 radio systems.

Furthermore, in order to facilitate the project scope and keep the City designated stakeholders informed of the project’s phase progress we would implement the following core project disciplines: Project Plan Development, Project Team Direction and Project Monitoring.

- Project Tools to Communicate Project Status, but not limited:
 - Develop stakeholder’s communication ledger
 - Project Workbook milestone and task tracker
 - Regularly scheduled meetings (weekly, bi-weekly, monthly as applicable)
 - Meeting minutes
 - Working Sessions



Project reporting is critically important for effective tracking and communication. As such, Blue Wing will provide monthly reports, presentations, meeting minutes, and other necessary reporting documentation throughout all phases of the project to ensure project stakeholders are informed.

c. How your work plan addresses contingencies that may arise during a project

Blue Wing Response: We strongly believe that project contingencies and risk mitigation should be approached through the process of “informed decision-making”. Therefore, the work plan, and collaborative efforts with the City will foster and promote the presentation of data and information necessary to make informed decisions. Further, project plans should, and will, speak to contingencies as a key component to the project. These contingencies can then be applied if/when required by the Project Team.

d. Your organization’s experience with functional validation and verification in land mobile radio P25 systems

Blue Wing Response: We are very familiar with providing services to evaluate, assess, and maintain the functional health of Public Safety Radio Systems. As with any system, time often passes since any system performance testing has been conducted, and that leaves the Public Safety system management team with no technical data to confirm performance. As a result of this condition, the management team is limited in its ability to respond to issues and problems observed by Emergency Responders.

To address this need, we encourage System Management Services be performed in the following project segments:

- Initial System Health Assessment Services
 - Facility Profile Quality Audit
 - Coverage Verification
 - Spectrum Monitoring
 - System Loading Analysis
 - Licensing Review
 - Subscriber Radio Calibration Check and Alignment
- Recurring System Health Assessment Services (seasonal)
 - Facility Profile Quality Audit



- Coverage Verification
- Spectrum Monitoring
- System Loading Analysis
- Licensing Review
- Subscriber Radio Calibration Check and Alignment

Following the approach listed above will provide an initial assessment and baseline of system performance, regardless of the time that may have passed. The recurring seasonal effort will ensure the system management team consistently has a reasonably current data set at their disposal.

e. Your organization's experience with Public Safety Communications Projects technical coordination with vendors

Blue Wing Response: Project Technical Coordination is typically provided and is often a collaboration effort with the City designated stakeholders. Simply put, the project plan will be a “content-based” plan to verify and validate vendor compliance to the requirements of the final RFP and subsequent vendor contract. Project Technical Coordination will be a structure-based integration with the City designated stakeholders and will be used to hold the vendor to task during the entire project.

f. Your organization's approach to ensuring a manufacturer meets the technical requirements of an awarded contract

Blue Wing Response: As noted above, we strongly believe in compliance to the contract for vendors. Often times, vendors are motivated to perform as little work as is required to obtain necessary milestones and system acceptance objectives. Simply put, the vendors will ultimately look out for their interests, not their customers. Our charge, as an agent of the City, is to ensure the vendor delivers on every requirement that is set forth in the contract, unless waived by the City. Our approach to managing this compliance is through a project workbook that tracks the tasks to be performed, and corresponding contract milestones. This tool allows all stakeholders, as well as the vendor, with a “scorecard” to measure what contractual obligations have been completed, and what is still to be done. Applying this objective approach eliminates any ambiguity in determining whether or not a vendor has achieved a particular contract milestone.



g. Your organization's approach to wireless spectrum coverage validation and verification in a land mobile radio P25 system

Blue Wing Response: Our coverage validation approach is performed from two perspectives. An automated coverage test is conducted to measure the *quantity of coverage* transmitted from the sites and zones to be evaluated. Also, a number of voice tests will be performed to baseline the *quality of coverage* from the affected sites and zones. Therefore, the following 2 segments are covered for Coverage Testing:

- Automated Coverage Test
- Delivered Audio Quality (DAQ) Test

Automated Coverage Test

Our process for conducting automated coverage testing is to utilize a field signal measurement unit, such as Survey Technologies STI-9450. Although there are several automated coverage measurement offerings, our approach utilizes the STI-9450 as the primary tool for automated signal measurement. As a matter of reference, technical specifications of the STI-9450 are provided below.



PCR-1000 Scanning Receiver - Specifications	
General	
Rx Band	1 MHz - 1300 MHz
Rx Sensitivity	-115 dBm @ 12 dB SINAD
IF Selectivity	2.8 kHz, 6 kHz, 15 kHz, 50 kHz
Adjacent Channel Desensitization	30 dB (typical)
Antenna Impedance	50 ohm
RSSI Measurement Accuracy	+/- 2 dB (typical over 15o C to 30o C)
RSSI Measurement Signal Range	-115 to -55 dBm
RSSI Measurements one channel	30 ms
RSSI Measurements first measurement	300 ms
I/O Connection	USB
GPS Receiver Specifications	
Receiver Type	Lassen SK 2 (Trimble)
Tracking Capability	8 channels
Antenna	Low Profile Magnetic Mount
Acquisition Time	
Momentary signal interrupt	1 second, typical
After power down	less than 90 seconds
Battery Backup	Yes
I/O Connection	USB
Power and Environmental Specifications	
Operating Temperature	0 degrees C to 50 degrees C
Storage Temperature	-40 degrees C to 85 degrees C
Mechanical	
Description Laptop, GPS and RF Receiver are an integrated	
Laptop Attachment Method Slide-On hardware allows for removal of laptop from mount assembly.	

Table 9-2: PCR-1000 Scanning Receiver Specifications

In order to prepare for automated signal strength measurement, the system is typically configured to continuously transmit an RF signal from every site or zone under test. This is typically the case with Project 25 systems since the control channel continuously transmits.

A necessary preparation step is determining an appropriate drive route. The drive route should include traversing the coverage footprint of each site or zone to be reconfigured. Time and effort will be spent determining the specific areas to be measured; however, the method of determining this area may vary. Typically, one drive route is planned for each site, zone, or coverage area being evaluated. However, the team may elect to develop a drive route that encompasses multiple sites and/or zones if deemed practical and effective. Depending on the size of the coverage responsibility, different methods of drive route planning may apply. Therefore, we typically review a variety of methods to determine areas for test. This thorough review and determination enables the best coverage testing possible.



During the automated drive test, received signal strength (RSSI) and Bit Error Rate (BER) levels are measured and recorded for designated frequencies. The RSSI data collection will measure the signal that is continuously transmitting, such as the Project 25 control channel. However, in order to collect BER data, the system will need to transmit a “1011 Test Pattern”. We often work with the client, its Technical Personnel, and Radio System Manufacturer, to determine the best method for providing the Project 25 test pattern.

Once the automated drive testing is complete, Blue Wing develops coverage maps and identifies those locations that are deficient and/or vulnerable.

Delivered Audio Quality (DAQ) Tests

The voice tests provide two valuable metrics. First, voice testing allows the ability to baseline the quality of signal used from each site or zone. Second, voice testing verifies the talkback capabilities of each site or zone to be reconfigured. For these reasons, it is essential to perform voice testing in addition to automated signal strength measurement.

The voice test locations may also include buildings identified as critical or lacking in coverage. During these tests, RSSI measurements are taken outside each building, as well as designated locations inside. This data allows us to measure and record the signal loss for each building tested. These voice tests also permit the ability to measure the level of audible degradation that occurs as you travel deeper into the building.

The voice tests are conducted from pre-determined geographic points that provide the radio coverage from each site or zone under test. A map is generated for each site or zone and will identify a quantity points to be tested. These tests are then conducted from a mobile or portable radio in the field, to a fixed-point control station that has a confirmed access to the system.

The quality of the voice tests is determined using a Delivered Audio Quality (DAQ) measurement scale. The definitions of the DAQ scale are provided in Table 2-3.



Delivered Audio Quality	Subjective Performance Description
DAQ 5.0	Speech easily understood.
DAQ 4.5	Speech easily understood. Infrequent noise/distortion.
DAQ 4.0	Speech easily understood. Occasional noise/distortion.
DAQ 3.4	Speech understandable with repetition only rarely required. Some noise/distortion.
DAQ 3.0	Speech understandable with slight effort. Occasional repetition required due to noise/distortion.
DAQ 2.0	Understandable with considerable effort. Frequent repetition due to noise/distortion.
DAQ 1.0	Unusable, speech present but unreadable.

Table 9-3: Delivered Audio Quality (DAQ) Definitions

As these voice tests are conducted, it is critically important to document the specific location where each call was attempted. The location of the voice calls is important to support any investigation of calls that did not meet minimum standards based on system design.

Talk-in DAQ testing also enables us to measure and quantify the signal level at the site receiver from radios in the field. During the DAQ testing, test equipment is installed at a radio site intended to provide talk-in coverage for the system. When a radio transmits a test message, a signal strength measurement is taken and recorded at the site. This test data, combined with the talk-out test data collected during the drive testing, provides a complete picture of the site or zone coverage in a given area. We are aware of no other engineering firm, or Consultant that approaches coverage verification as thoroughly as Blue Wing does.

h. Your organization’s approach to wireless spectrum interference analysis, verification and mitigation in a land mobile

Blue Wing Response: This section summarizes Blue Wing’s approach to monitor, analyze, identify, and mitigate interference through the implementation of spectrum monitoring services.

At a high level, the work breakdown structure for this service is as follows:

- Regional Talk-In Monitoring Deployment
- Regional Talk-In Monitoring Data Processing and Analysis
- Localized Talk-Out Monitoring Deployment



- Localized Talk-Out Monitoring Data Processing and Analysis

Spectrum monitoring units will be deployed at selected regional sites and left in place for a pre-determined number of days or weeks.

Regional Talk-In Monitoring Deployments

Test equipment is set up and configured at locations that have been selected in advance and are strategically located to provide the maximum benefit from the data collected.

Initial monitoring deployments typically take place at two (2) or three (3) radio sites. The region-wide monitoring deployments will collect spectrum energy data on the talk-in side of the licensed frequency pairs. This approach is taken to analyze and identify any potential interference that may occur on the receive systems of radio sites in the City's system.

During the monitoring activity, talk-in spectrum data is collected and reviewed on a regular basis. This review is not as comprehensive as the data processing phase, explained in the following section, but provides initial feedback on the status of the licensed spectrum. Periodically, we access the test equipment (if connectivity is available), download the collected data, and perform a cursory review to identify any unanticipated interference. In the event interference is found during this review, the City is notified immediately.

Regional Talk-In Data Processing and Analysis

Data processing is focused on the analysis of collected talk-in frequency data to identify interference issues that may impact the City's operation. From this analysis, reports are developed and reviewed on a per-frequency basis.

The Data processing and analysis effort takes place immediately following the corresponding monitoring events. Just as in the data collection phase, if interference is found during this data processing and analysis, the City is notified immediately.

Localized Talk-Out Monitoring Deployments

Localized monitoring collects spectrum energy data on the talk-out side of the City's assigned frequency pairs. This approach is taken to analyze and identify any potential interference that may occur on the receive systems of subscriber radios in the City's system. Again, these localized monitoring activities would be planned in advance and would align with the overall project approach.



As we do for the regional talk-in monitoring activity, talk-out spectrum data is collected and reviewed on a regular basis. This review is not as comprehensive as the data processing phase, explained in the following section, but provides initial feedback on the status of the licensed spectrum. Periodically, we access the test equipment (if connectivity is available), download the collected data, and perform a cursory review to identify any unanticipated interference. In the event interference is found during this review, the City is notified immediately.

Localized Talk-Out Data Processing and Analysis

Data processing is focused on the analysis of collected talk-out frequency data to identify interference issues that may impact the City's operation. From this analysis, reports are developed and reviewed on a per-frequency basis.

The Data processing and analysis effort takes place immediately following the corresponding monitoring events. Just as in the data collection phase, if interference is found during this data processing and analysis, the City is notified immediately.

Monitoring Locations

Locations are chosen to ensure each is providing the maximum benefit to monitoring the radio spectrum under review. Further, collected data locations may also be used by other licensees in the area, providing additional value for the effort.

Blue Wing and the project team work collaboratively together to ensure the proposed monitoring locations and efforts are both efficient and effective.

Each location requires the following:

- High elevation to maximize the monitoring coverage for the service area under evaluation.
- Dedicated antenna system or available capacity on the locations existing antenna system. Filtering and attenuation will also be disclosed and taken into consideration
- Stable, reliable power with backup generator
- Year-round access

In the event a location is not equipped with the requirements above, additional locations are reviewed and considered.



Spectrum

Both talk-in and talk-out portions of the radio spectrum are monitored. However, during the data processing and analysis portion of this work, specific frequencies are selected and reviewed.

Test Equipment to be Used

The test equipment used for this service is the SigBase 1000™ Spectrum Monitor, manufactured by Digital Global Systems, Inc.

The SigBase 1000™ automatically collects, processes and stores spectral data in real-time and comes in both mobile/portable and fixed/stationary hardware options. Critical data points are distilled in milliseconds and stored automatically in an integrated database for rapid analysis.

Additional features and functions for this equipment are:

- **Large data volumes, superior resolution.** Boost data storage by combining sweep speeds of at least 24 GHz/Sec with patented data processing & collection algorithms
- **24x7 unattended monitoring.** Hardened Exterior Case along with Automatic Signal Detect and Remote Access Enable Units to be Left On-Site Unattended
- **Real-time data capture.** Capture characteristics such as frequency, power and bandwidth, time, latitude & longitude of signal intercept
- **Intuitive UI.** Access detailed reports and analytics on site or remotely via an easy-to-use UI
- **Compliance monitoring.** Match FCC Frequency Allocations, license status, and expiration dates to captured signal data in seconds
- **Usage analysis.** Compare user supplied data (.csv) to live spectral observations in real-time to identify frequency usage and detect potential conflicts
- **Interference identification.** Access to prior knowledge and historical data assists in identifying potential sources of interference
- **Open Space.** Identify open or underutilized space in existing spectrum holdings or the white space



i. Your organization's experience in establishing subscriber training for land mobile radio systems

Blue Wing Response: For the sake of efficiency, and to avoid the duplication of information, both of the above Training requirement bullets are address in this response.

Blue Wing provides Training Services and Support for a number of public safety clients. Our Training Program consists of the following components:

- Training Plan Development
- Develop Course Materials
 - Training Slide Decks
 - Training Scripts
 - Voiceover Narrated Presentations
 - Training Videos
- Schedule and Coordinate Training Classes
- Training Website Development and Support

Training materials cover operations as well as the functionality of equipment designated during the Training Plan Development stage.

Training Plan Development

Today's public safety radios are becoming more complex. Traditionally, newer radios are "not your father's radio" and with the new radios being more feature-rich and functioning differently, the end users will require more comprehensive training than may have been provided in the past. Blue Wing is highly experienced in developing and implementing a comprehensive Training Plan that will meet these needs.

Develop Course Materials

In order to provide the best possible training, Blue Wing develops custom course materials based on system and radio operations. This includes custom presentations, creating individual videos to show operations, and access to on-line web-based training materials for the radios and console systems identified in the Training Plan.



Blue Wing also develops all course materials and templates for handouts that are required for the training classes. All instructors will receive information for access to the training material, on-line course links, and quick reference guides.

Blue Wing provides electronic copies of all training materials, enabling the City to print and distribute the materials as they deem appropriate.

Schedule and Coordinate Training Classes

With assistance from the City, Blue Wing coordinates the course locations and course schedules and ensures all attendees have the details they need to attend the classes that are relevant to their operations.

Blue Wing supports end user training that usually consists of portable, mobile, and console operations and will be customized as necessary. Classes are typically two (2) hours in length and have a maximum of twenty (20) students per session.

Training Website Development and Support

Blue Wing is also able to develop and host a web site to deliver training materials. This option offers remote training access for those individuals who cannot attend training classes in person. This option also facilitates training for new hires that begin work after the classes have taken place. In addition, a training web site can be used for refresher training to ensure end users remain knowledgeable on all the features and functions of their radios or consoles.

3.02 Briefly, provide an overview of the quantifiable results (e.g. reduction in contract costs, increase in customer satisfaction, innovative solutioning, reduction in contractual risks) directly attributable to the provision of your organization's expertise and consultancy services for Public Safety Communication Consulting Services.

Provide one (1) example, describing the context of each scenario, the extent of your engagement and services rendered, the results attained, and by whom.

Blue Wing Response: As with any project, and the administration of any contract, value is maximized when the scope of work meets the obligation, within the timeline and on or under the budgeted cost. The best way to achieve this objective is through verification and validation of performance. To that end, our core ethos includes ensuring full vendor contract compliance which enables our client to fully recognize the value of their investment. We achieve this goal through the application of standardized and proven project management and engineering



oversight. Further, we've been involved in dozens of radio system projects with every major manufacturer, and we know the compromises that are made, and the shortcuts that are typically taken. Our discipline, knowledge, and experience allow us to hold a vendor accountable to deliver the products and services to which they've committed. Simply put, our experience enables us to drive vendors to full compliance of the contract.

The best measure of our quantifiable accountability is our record of client retention. Our Client retention, which is an excellent measure of satisfaction, is the best in the industry. Our clients rely on us time and again to assist in the management of their public safety communications system. The majority of our clients have been with us for at least ten (10) years, and we look forward to adding the City of San Diego to that list.

In compliance with the requirements of this RFP, Blue Wing presents the following example of a project in which our involvement and services resulted in quantifiable results, such as a reduction in contract costs, increase in customer satisfaction, innovative solutioning, reduction in contractual risks.

The State of Washington. The Washington State Department of Transportation (WSDOT) utilizes 800 MHz radio spectrum which operated on an obsolete radio system technology. Because of the technology obsolescence, WSDOT was required to upgrade its statewide radio system to a modern P25 technology. The State retained Blue Wing to lead the planning effort for this system upgrade, negotiate the scope and costs, and manage the project to its successful completion. Blue Wing facilitated the creation of a system design specification, frequency plan, and cost estimate that was key to the State's procurement effort. Blue Wing and WSDOT proceeded through a long and challenging procurement process that lasted over a year. However, the State ultimately awarded a contract to a successful vendor who was capable of meeting nearly all the design requirements. Our comprehensive approach, detailed documentation, and persistence ended up serving the State of Washington well by mitigating the risk of change orders and cost overruns.

During the implementation stage, Blue Wing managed the project and oversaw the technical work performed by the contracted radio vendor. The result of our efforts was a project that finished on time, and under budget. Our oversight efforts also resulted in a minimal number of defects during site reconfiguration and radio installations. As an example, out of nearly 3,000 mobile radio installations, a total of nine (9) installations required a follow up visit for correction, a failure rate of less than one (1) percent. A project that could very well have been financially and technically disastrous for the State of Washington ended up being a success story for effective project management and technical oversight and compliance.



4.01 As a subject matter expert in the Public Safety Communication Consulting Services please identify and summarize any additional considerations that would be in the best interest of the City of San Diego which have not already been incorporated into the RFP (i.e. why your firm is best suited for this engagement, your firm's commitment to delivering high-quality services).

Blue Wing Response: Blue Wing is best suited for this engagement because of our existing relationship with the City. We have been working with the City's Department of Information Technology and Wireless Services Division for several years. During this time of engagement, we have collaborated with the Wireless Services Division on projects related to:

- tower structural and mapping
- coverage analysis
- FCC regulatory issues
- technical evaluations of proposed wireless equipment
- RF exposure analysis and reporting, interference analysis
- intermodulation studies
- numerous other areas of expertise.

Based on this experience, we are, by far, the most qualified team to continue our work with the City, ensuring Public Safety and Public Service stakeholders have the best wireless communications possible.

We look forward to continuing our relationship with the Department of Information Technology and Wireless Services Division.



Appendix A – Team Member Resumes

Resumes of our proposed Team Members are provided in the pages that follow.



ANDREW C. MAXYMILLIAN

235 Summer Hill Drive
Gilbertsville, PA 19525

andrew.maxymillian@bluewing.com

Professional

Experience:

Senior Consultant

Blue Wing Services, January 1998 – Present

Services Include:

- Providing project/program management services for various clients including public safety communications network providers and end-users.
- Developing and managing systems integration and training organizations focused on providing emergency communications network service.
- Providing consulting services to assess business structure and processes for various organizations in the communications industry.

Managing Consultant

SSI Services, Inc., April 2003 – June 2005

Services Included:

- Providing consulting and project management services to clients in the communications industry.
- Defining Project/Program structures and processes in order to establish a Client's Project Management Office (PMO) environment.
- Conducting needs analysis studies for communications networks. These studies are beneficial in identifying network components that require attention and upgrade.

Program Director

M/A-COM Incorporated, August 2000 – April 2003

Responsibilities Included:

- Managing the installation, optimization, training, and maintenance of the Commonwealth of Pennsylvania Public Safety Wireless Digital Communication Network. This network is the top technical priority for the Governor's Homeland Security Initiative.



- Leading the engineering and application of OpenSky™, M/A-COM's digital Internet Protocol (IP) based network technology for the Commonwealth of Pennsylvania's statewide radio program.
- Creating and overseeing Project Teams for various network integration projects.

Project Manager

E.F. Johnson Company, December 1993 – December 1997

Responsibilities included:

- Establishing Project Management Offices throughout the country for systems integration, deployment, training, and customer service.
- Monitoring and tracking contract requirements for accuracy, timeliness, and thoroughness of completion.
- Overseeing system installation and optimization to ensure contractual compliance and customer satisfaction.

Land Mobile Radio Systems Manager

United States Air Force, July 1986 – December 1993

Duties included:

- Performing scheduled and unscheduled maintenance on Land Mobile Radio (LMR) networks, air traffic control RF transmitters, receivers, telephone keying equipment, patch panels, telecommunications consoles, tape recorders, and antenna combiners and multicouplers.
- Providing communications training to all customers in the areas of engineering, purchasing, managing, and operating LMR equipment.
- Overseeing and inspecting management procedures used by more than twenty network managers.

Affiliations:

Certified by the Project Management Institute as a Project Management Professional (PMP)

President, Government Wireless and Technology Communications Association

Member, Board of Directors, Radio Club of America (RCA)

Fellow, Radio Club of America (RCA)

Member of the Project Management Institute Information Technology & Telecommunications Specific Interest Group



Highly experienced in a variety of computer software, including Microsoft Office, Primavera Expedition, and Suretrak

Member and Fellow of the Radio Club of America (RCA)

Member of the Association of Public Safety Communications Officials (APCO)

Education:

Bachelor of Science Degree, Business Administration

Kennedy-Western University, graduation date – July 2004

Associate of Applied Science Degree, Electronic Systems Technology

Community College of The Air Force, graduation date – August 1993



DAPHNE DEE MILLER

214 South Second Street

Steelton, PA 17113

daphne.miller@bluewing.com

Professional

Experience:

Consultant

Blue Wing Services

April 2009 – Present

Services Include:

- Providing project/program management services for various clients including public safety communications network providers and end-users.
- Developing and managing systems integration and training organizations focused on providing emergency communications network service.
- Providing consulting services to assess business structure and processes for various organizations in the communications industry.

Deputy Director/911 Coordinator

County of Berks/Department of Emergency Services

April 1987 – January 2009

Responsibilities included:

- Project/Program Management:
- PlantCML system design and product solution
- E911 system implementation and deployment
- Ability to assimilate diverse technologies
- Organized multiple project/project objectives
- Management of personnel in a 24/7 environment
- Enhanced the reliability of emergency services deployed by the agency
- Vendor coordination/contract negotiations
- Profit/loss responsibilities
- Oversaw compliance issues (such as those related to law, power requirements, and safety)
- Managed a 3.2 million dollar budget



- Reviewed eligibility of 911 surcharge fund allocations, prepared the State 911 landline and wireless plans
- Ensured legislative compliance
- Developed Public Education Program

Communication system network knowledge includes:

- Verizon ANI/ALI database
- Deployment of wireless solutions involving multiple wireless carriers
- Wireless mobile data system using Nextel infrastructure
- Voice Over Internet Protocol (VoIP) telephony solutions
- Integrated various communications and data processing systems
- Oversaw the development of the 911 system Geographic Information System (GIS) integration

Application/product knowledge includes:

- PEI Vesta Standard and Vesta M1
- PEI Orion MapStar
- PEI Magic and VestaView
- PSSI Computer Aided Dispatch (CAD)
- ESRI map tools, ArcEditor
- Word, Excel, Outlook, PowerPoint

Interaction with a variety of stakeholders, based on project(s) content and scope.

- Federal Communications Commission (FCC)
- Pennsylvania Emergency Management Agency (PEMA)
- Berks County Emergency Management Agency
- Berks County Planning Commission
- Berks County GIS Planning Board
- Berks County Commissioners
- Commonwealth and Federal Legislation
- Multiple Vendors (such as - PEI, Motorola, LEC's CLECS, Wireless Providers, 3rd Party Providers....)



- 74 Political Sub-Divisions, serving a population of 375,000, supported by services (Fire, EMS, Police, Sheriff, Constables, etc.)
- Primary PSAP, 2 Remote PSAP's, PA State Police Consolidated Dispatch Center, consulting firms used to deploy the most robust and diversified product and technologies.

Affiliations:

Member of National Emergency Number Association (NENA)
Member of the Association of Public Safety Communications Officials (APCO)
Served on the APCO Emerging Technology Committee,
Co-authored articles on VoIP and "The impact of Spoofing on PSAP's"

Education:

Bachelor of Science Degree, Business Administration
Penn State University, graduated May 2009

Associate of Design
ICS Community College, graduation date – August 1981



MARK A. HOPPE

P.O. Box 16318

St. Paul, MN 55116

mark.hoppe@bluewing.com

Professional

Experience:

Senior Consultant

Blue Wing and Blue Wing Services, November 1996 – Present

- Consultant to various wireless companies for wide range of services including system and network design, RF planning, marketing services, business plan creation, project management, user needs, technical support, site acquisition and general management consultation. Client range from public safety agencies, two-way wireless manufactures, PCS operators to radio broadcast operations.
- Financed, zoned, developed, and operated wireless sites for Blue Wing, Inc.
- Chairman of the North American TETRA Forum which was involved many aspects including technology marketing, lobbying of Federal regulatory bodies and national organizations and participation in national public safety standards committees.

Market Manager

E.F. Johnson Company, 1994 - 1996

- Oversee marketing for Dealer Radio Products business unit in domestic and international markets.
- Coordinate planning, distribution mechanisms, development, forecasting, promotions, presentations, and advertising for Dealer Radio Product business unit.
- Technical sales representative for sales presentation in domestic and international markets.

Product Manager

- Created strategic product plans, establishing product definitions, competitive analysis, and product development management for system radio products in Government, Public Safety, and Utilities markets.
- Prepared and presented initial product concepts to sales personnel and customers
- Represented E.F. Johnson at Public Safety Wireless Advisory Committee



Systems Engineer

- Designed radio system solutions for Public Safety, Utility and Commercial markets; integrating E.F. Johnson products with other vendor products for domestic and international customers.
- Worked as team member in pre-award systems design and post-award implementation in wide variety of areas from transmission system design to system wide customer needs assessment.

Engineer

Commonwealth Edison, 1991 - 1994

- Worked in the Radio Engineering Group within Telecommunications Department. Involved in design, installation, testing, operation, and maintenance of company-wide 800 MHz Motorola simulcast trunked radio system and data radio system.
- Responsibilities included estimation, economic justification, planning, budgeting, and construction of infrastructure items (buildings, towers, microwave, etc.) for radio and microwave system.
- Served as radio liaison and technical expert determining potential of various wireless solutions for demand side management, distributed control, remote metering, and mobile data communications.
- Awarded Commonwealth Edison's President's Award for creating significant capital investment savings and on-going expense savings through radio system design.

Research Engineer

The Royal Institute of Technology, 1989 - 1990

- Worked with Microcomputer Group within the Department of Mechanical Engineering.
- Worked in a research group developing a transputer based distributed control system for real-time applications.
- Exposed to C, assembly, microprocessor systems, synchronous bus interfacing, transmitter, circuit board prototyping and computer aided design.

Affiliations:

Member of the Radio Club of America (RCA)

Member of the Association of Public Safety Communications Officials (APCO)



Education: Bachelors of Science/Masters of Science Degree, Engineering Science
Dartmouth College - Thayer School, Graduation Date August 1989

Bachelors of Arts, Engineering Science
Dartmouth College, Graduated with Honors, June 1987



ROBERT CIFONELLI

1513 Morning Bell Avenue

North Las Vegas, NV 89081

robert.cifonelli@bluewing.com

Professional

Experience:

Engineer, NYSTEC, 1998 - 2010

- Formulated testing and evaluation procedures to assess TV interference to future Statewide Wireless Network (SWN) land-mobile radio (LMR) system.
- Assessed interference to TV reception from SWN LMR system in accordance with applicable FCC regulations.
- Performed an in-depth analysis of VHF radio propagation in the Adirondack Park. Analysis included collecting and analyzing empirical data, calibrating the radio propagation model based on empirical data, and determining the 'as-is' and future digital technology radio coverage for mobile and portable operations for two state agencies within the Park.
- Primary writer and creator of an acceptance test plan for verifying mobile radio system coverage throughout the SWN.
- Created a white paper that detailed an in-depth analysis of adjacent-tile-failure issues in regarding coverage acceptance testing for the SWN.
- Created a methodology that utilized GIS software to predict the percentage of area coverage provided by radio sites based on propagation models.
- Created a methodology that utilized GIS software to calculate percentage of road and area coverage provided by radio sites based on collected coverage test data.
- Assisted in finding spectrum for the SWN and completing necessary FCC forms and engineering analysis.
- Assisting in identifying spectrum management processes and how to best implement the processes.
- Created a plan detailing the sharing of 700 MHz State License channels among states bordering New York.
- Created a M/A-COM OpenSky technology radio-siting plan for Saratoga County.
- Formulated testing and evaluation procedures for determining the attenuation-loss value of rail passenger cars to electromagnetic waves.
- Formulated testing and evaluation procedures for determining the actual Grade B contour of TV stations.



- Formulated testing and evaluation procedures to determine the impact of NTSC TV transmissions within New York City upon operations.
- Formulated testing and evaluation procedures to determine the impact of SWN mobile radio transmissions to NTSC TV reception.
- Formulated testing and evaluation procedures to assess two competing 220 MHz radio technologies for a mobile data system for the New York State Police.
- Data-transfer performance was determined not only under bench (static and dynamic) testing, but also outdoors in a moving vehicle utilizing an existing radio site.
- Performed in-depth radio propagation study of Wyoming County's current communication system.
- Recommended to the County how to improve the system with regards to efficiency and economy.
- Gathered radio field-strength measurements along the entire New York State Thruway.
- Assisted with formulating test plans and procedures for the Thruway Data System (TDS). Assisted in analyzing the collected data and recommending improvements to the radio system.
- Provided a technical review of vendor's radio system proposal pertaining to coverage and acceptance test plan procedures.
- Formulated testing and evaluation procedures to determine radio enhancements necessary at JFK International Airport to provide ubiquitous portable in-door coverage.
- Performed a traffic engineering analysis to determine the number of additional channels needed to support future staffing levels.
- Provided an in-depth technical review of a proposed New York City citywide portable radio system design coverage prediction.
- Part of the review involved employing a building database (Manhattan) to further enhance the accuracy of a propagation prediction.
- Provided a technical review of vendor's citywide radio system design for an Advanced Metering Infrastructure (AMI) system.
- Formulated testing and evaluation procedures to determine the RF loss characteristics of water meter pit lids.
- Formulated testing and evaluation procedures to: 1) determine on-channel signal power levels and subsequent potential interference to the AMI system, and 2) to determine which UHF frequency from a group of UHF frequencies would be best to use for the AMI system.



- Primary creator of engineering guidelines for Section 9 of the RPC's 700 MHz Plan. The guidelines provide engineering guidance and clarification for applicants.
- Performed the necessary engineering analysis and created the necessary documents for RPC 8's 700 MHz application process.

Education:

AAS, EET

Mohawk Valley Community College, 1996

BS, EET, magna cum laude,

SUNY Institute of Technology, 1998

Graduate Course: "Probability and Statistics for Engineers"

National Technological University



TIMOTHY H. TRAGER

1423 Ukiah Way

Upland, CA 91786

tim.trager@bluewing.com

Professional

Experience:

Division Chief (retired), County of San Bernardino, CA 2016 - 2024

- Senior level manager with nearly 30 years of progressive experience in the Public Safety Emergency communications industry.
- Experience in the full range of managerial functions, coupled with a highly evolved technical background, creates a well-rounded, versatile skill set.
- Ability to manage for results in a fast-paced, high-stakes, and time sensitive environment while maintaining a strong attention to detail and readiness to resolve conflict.
- Strong interpersonal skills and technical knowledge that combine to successfully lead others in the collaborative development of solutions for the most complex problems.
- Record of success in managing personnel and equipment resources to insure a successful and sustainable program delivery.
- Fluency with fiscal operations including capital and operational budget creation and adjustment.
- Skilled and experienced in both developing and delivering effective business communications, including formal presentations to educate, train, and persuade.
- Competent in mentoring staff members to improve their value to the organization.
- Proven ability to develop and cultivate work relationships with coworkers, customers, vendors, and industry peers based on trust, respect, and ongoing commitment.



Previous

Experience: 2011 – 2024: Project Design Consultant – PBK Architects – Rancho Cucamonga, California
2005 – 2016: Deputy Division Chief, County of San Bernardino, San Bernardino, California
2002 – 2005: Network Services Supervisor, County of San Bernardino, Rialto, California
1993 – 2005: 800 MHz Analyst, County of San Bernardino, Rialto, California
1993 – 2007: Reserve Firefighter I/EMT – City of La Verne, California
1989 – 1993: Fire Safety Specialist, City of La Verne Fire Department, La Verne, California
1985 – 1989: Communications Technician Apprentice, City of Ontario, Ontario, California

Education: Bachelor of Science, Public Administration, University of La Verne, La Verne, California
University of La Verne, La Verne, CA, 1989
Management and Leadership Academy
County of San Bernardino, 2002

Affiliations: California Public Safety Radio Association, Past President and Senior Member
Association of Public Safety Communications Officials, Broadband Committee Workgroup Leader
Motorola Technical User Group, Member



RICHARD T. FRYE
1515 Sunny Hill Avenue
Williamstown, NJ 08094
richard.frye@bluewing.com

Professional

Experience:

President

Frye-Comm Consulting, LLC, 2007 - Present

- Specify Next Generation system architecture for Engineering.
- Specify product features and functionality for Engineering and Product Management.
- Consult in Marketing and Business Development.
- Consult in System Test Area design and writing test procedures for System Assurance.
- Train System Test and Technical Customer Support.
- Represent Vendor on TIA technical standards committees.
- Write and Review RFP's.
- Review Vendor responses.
- Provide Technical Assistance and Training.
- Chair TIA and Project 25 Sub-Committees.
- Contribute to NENA CPE Technical Committees.
- Contribute to SDR Public Safety Interest Group.
- Participate in Office of Interoperability and Compatibility VoIP Working Group.

Project Manager, Principal Systems Engineer and Director of Market Development

IPC Command Systems, Inc., 2004 - 2007

- Product Manager responsible for 3rd party interfaces for T5, IPC's flagship radio console.
- Responsible to specify features, functionality, and architecture of the T5 console.
- Developed market requirements.
- Resource for Product Management team in the design of console product features.
- Worked with Sales & Marketing to develop specific market sectors.



- Specified system architecture and functionality for existing product lines.
- Specified system architecture for next generation product.
- Developed engineering requirements.
- Consultant to System Test and Technical Assistance Center.
- Represented IPC on TIA technical standards committees.

**Chief Technical Officer, Director of Engineering, and Senior Design Engineer
Orbacom Systems, Inc., 1983 - 2004**

- Developed product vision and marketing strategy; created 1, 3, and 5 year business plans.
- Performed all functions of Product Management, Business Development, and Market Development.
- Responsible for forming successful marketing and engineering partnerships with leading radio manufactures.
- Responsible for developing international markets, and North American Federal and Military markets.
- Directed and guided team of engineers through three generations of successful product development cycles.
- Specified all features, functionality, and architecture for the T5 console.
- Architected and developed hardware and software for the TDM-150, a premier radio console product that allowed Orbacom to grow from a start-up to one of the most successful companies in the industry. The TDM-150 continues to be a major portion of sales for over 20 years, with virtually no changes to the original architecture.
- Architected the Calida, a leading desktop console for 20 years.
- As company grew, managed all technical aspects, including customer services, repair, system testing, production, and electronic purchasing.
- Represented Orbacom on multiple technical standards bodies.
- Experience in all aspects of engineering, architecture, and software, including, analog and digital systems, digitized audio, digital communications, operating systems, and VoIP.

Design and Project Engineer

K-Tron Corporation, 1980 - 1983

- Complete project responsibility for custom control systems from design through installation.



- Project Manager responsible for all aspects of job, including purchasing, scheduling, implementation, and final testing. Every job came in at or exceeded pre-determined profit ratio. Managed 20% of projects; 80% of revenues.
- Technical Coordinator and Liaison between both domestic and international subsidiaries.
- Coordinated all engineering activities within company.
- Responsible for projects from initial design and quotation through final installation.
- Developed custom control systems for Fortune 500 companies.
- Assisted sales in applications, custom systems.
- Highest individual performance achievement within company.
- Article published in Bulk Solids Handling in 1982.

Additional Engineering Employment

- Worked in technical capacity for various companies as a test engineer, lab technician, and service technician.
- Industry experience includes development of phone systems, laser technology, custom mainframes, and consumer electronics.

Affiliations:

Member of the Telecommunications Industry (TIA)

Member of National Emergency Number Association (NENA)

Member of Association of Public Safety Communications Officials (APCO)

Active Participant in Software Designed Radio (SDR)

Active Participant of the Department of Homeland Security (DHS) Office for Interoperability and Compatibility (OIC) and the National Institute of Standards and Technology Office of Law Enforcement (NIST/OLES) VoIP Roundtable

Active Participant of National Public Safety Telecommunications Council (NPSTC)

Member of Project Mesa, a joint Public Safety Partnership Project between the Telecommunications Industry Association (TIA) and the European Telecommunications Standards Institutes (ETSI)

Member of Public Safety National Coordination Committee (NCC) an ad hoc advisory committee to the Federal Communications Commission (FCC)

Member of Tetrapol Forum

Member of TETRA Association

Member of North American TETRA Forum

Former member of the Institute of Electronic and Electrical Engineers



Former member of Audio Engineering Society (AES)

Former member of the Acoustical Society of America (ASA)

Education:

Bachelors of Science, Electronics Physics

La Salle University

Electrical Engineering

Lehigh University



City of San Diego, CA
Public Safety Communication Consulting Services
TAB A – Submission of Information and Forms



Public Safety Communication Consulting Services

TAB B – Executive Summary and Responses to Specifications

City of San Diego, CA

Request for Proposal (RFP) Response

July 31, 2025



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1 Executive Summary

Blue Wing Services is pleased to provide a Request for Proposals (RFP) response proposal for the provision of Public Safety Communication Consulting Services (“Services”).

We understand the City of San Diego’s Department of Information Technology (hereinafter “City”) is seeking offers for the provision of Public Safety Communication Consulting Services (“Services”). The City currently has contracts in place for these services that are set to expire in February 2026. The goal of this RFP is award and execute contract(s) to continue these services.

We further understand that should Blue Wing be awarded a Contract by the City for these Services, in order to avoid a conflict of interest and protect the integrity of the procurement process, we will be precluded from submitting a proposal in response to any RFP for the provision of wireless services, as a result of any specialist advice provided via the resulting Agreement.

Finally, we confirm that Blue Wing is independent, vendor and manufacturer neutral, and intends to act solely on behalf of, and in the best interests of, the City of San Diego.

1.1 Blue Wing Services – Best Qualified Proposer

Blue Wing is best suited for this engagement because of our existing relationship with the City. We have been working with the City’s Department of Information Technology and Wireless Services Division for several years. During this time of engagement, we have collaborated with the Wireless Services Division on projects related to tower structural and mapping, coverage analysis, FCC regulatory issues, technical evaluations of proposed wireless equipment, RF exposure analysis and reporting, interference analysis, intermodulation studies, and a host of other areas of expertise.

Based on this experience, we are, by far, the most qualified team to continue our work with the City, ensuring Public Safety and Public Service stakeholders have the best wireless communications possible.

We look forward to continuing our relationship with the Department of Information Technology and Wireless Services Division.



2 Proposer's Response to the RFP

Blue Wing is providing a point-by-point response to the RFP. In the pages that follow, we have provided a response to each RFP statement and requirement.

**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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

**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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood. Blue Wing has previously worked for the City of San Diego and has an invoicing process that has been previously acceptable to the City. We intend to continue our invoicing process, in accordance with this RFP and the resulting contract.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply. Blue Wing does not issue company photo identifications. However, government-issued photo identification may be provided from each team member upon request by the City.

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

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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,

General Contract Terms and Provisions

Revised: January 16, 2020

OCA Document No. 1685454_2

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

**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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply. Blue Wing carries a full complement of professional insurance and will provide certificates of insurance as part of contract execution.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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).

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood. There are no self-insured retentions.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply. All necessary insurance documentation will be provided to the City as part of executing the contract.

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.

Blue Wing Response: Understood.

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

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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."

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

ARTICLE XIII MISCELLANEOUS

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

Blue Wing Response: Understood.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.

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.

Blue Wing Response: Understood, Comply.



3 Redacted Response to the RFP

Blue Wing is not identifying any redacted information in our RFP response, so this section is not used.





Public Safety Communication Consulting Services

TAB C – Cost / Price Proposal

City of San Diego, CA

Request for Proposal (RFP) Response

July 31, 2025



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1 Introduction

Blue Wing is pleased to provide a Cost Proposal as Tab C of our response to the City's RFP for Public Safety Communications Consulting Services.

The Cost Proposal is being provided in the form and format requested by the City and adheres to Exhibit D of the RFP.

We understand and acknowledge that we must provide pricing for the Services described in the City's RFP per both models (Time and Materials, and a Blended Hourly rate). We further acknowledge that we must submit a single rate for each role, as opposed to a range. We further understand the City reserves the right to request services rendered based on either model, throughout the duration of the Contract.



2 Services Pricing – Model One

Blue Wing is providing pricing as required in the City's RFP, Exhibit D, for Model 1 – Time and Materials Rate per Hour.

Vendor Role	Fee (\$ per hour)
Lead Consultant	\$185
Project Manager	\$175
RF Engineer	\$185
Network Engineer	\$180
Project Administrator	\$125
RF/Network Field Technician	\$170
Community Consultant	\$180
Other – Subject Matter Expert	\$180

Table 2-1: Pricing - Model 1, Time and Materials Rate per Hour



3 Services Pricing – Model Two

Blue Wing is providing pricing as required in the City’s RFP, Exhibit D, for Model 2 – Blended Rate per Hour.

Type	Blended Rate (\$ per Hour)
Blended Rate (inclusive of each of the roles in Section 2)	\$180.00

Table 3-1: Pricing - Model 2, Blended Rate per Hour

The Pricing Template provided in Table 3-1 is inclusive of any travel or expenses incurred through the provision of Services in the cost of the Services, within the Time and Materials and Blended rates for this Proposal.



4 Fixed Price Deliverables Pricing

We understand and acknowledge the City reserves the right under this Contract to negotiate with Blue Wing, in good faith, the delivery of Services as described in Exhibit B – Scope of Services on a fixed-fee basis, as-and when required.



POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX



BLUE WING SERVICES INC
235 SUMMER HILL DR
GILBERTSVILLE PA 19525-8867

Certificate Number: B2020014009
Business Name: BLUE WING SERVICES INC
Business Owner: BLUE WING SERVICES INC
Business Address: 235 SUMMER HILL DR
GILBERTSVILLE PA 19525-8867
Primary Business Activity: ENGINEERING SERVICES
Secondary Business Activity:
Effective Date: 01/01/2025
Expiration Date: 12/31/2025

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2020014009 PIN: C6RJH
Business Name: BLUE WING SERVICES INC
Business Owner: BLUE WING SERVICES INC
Business Address: 235 SUMMER HILL DR
GILBERTSVILLE PA 19525-8867

Primary Business Activity: ENGINEERING SERVICES

Secondary Business Activity:

Effective Date: 01/01/2025
Expiration Date: 12/31/2025

Mailing Address: BLUE WING SERVICES INC
235 SUMMER HILL DR
GILBERTSVILLE PA 19525-8867



BLUE WING SERVICES INC
235 SUMMER HILL DR
GILBERTSVILLE, PA 19525-8867



This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Blue Wing Services, Inc.
Proposer

BY:

235 Summer Hill Drive
Street Address

Print Name: _____

Gilbertsville, PA 19525
City

Title

(610) 316-2660
Telephone No.

Date Signed

andrew.maxymillian@bluewing.com
E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of
_____, 20____.

HEATHER FERBERT, City Attorney

Andrew Maxymillian
Print Name

BY: _____
Deputy City Attorney

Vice President
Title

July 30, 2025
Date

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:

Solicitation Number: 10090304-25-S

B. BIDDER/PROPOSER INFORMATION:

Blue Wing Services, Inc.

Legal Name		DBA	
235 Summer Hill Drive	Gilbertsville	PA	19525
Street Address	City	State	Zip
Andrew Maxymillian	6103162660	6104732536	
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.

Andrew Maxymillian	Vice President
Name	Title/Position
Gilbertsville, Pennsylvania	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal/Part Owner of Blue Wing	
Interest in the transaction	

Kathryn Harvath	Chief Executive Officer (CEO)
Name	Title/Position
Saint Paul, Minnesota	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal/Part Owner of Blue Wing	
Interest in the transaction	

Mark Hoppe	Chief Financial Officer (CFO)
Name	Title/Position
Saint Paul, Minnesota	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal/Part Owner of Blue Wing	
Interest in the transaction	

Tricia Surprenant	Finance Manager / Accounting
Name	Title/Position
Saint Anne, Illinois	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Financial and Accounting Lead for Blue Wing	
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: 08/01/2005 State of incorporation: Minnesota

List corporation's current officers: President: Kathryn Harvath
Vice Pres: Andrew Maxymillian
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 05/04/2019

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: _____ State of formation: _____

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

Note: 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: Wells Fargo

Point of Contact: _____

Address: 1827 Grand Ave, St, Paul, MN 55105

Phone Number: 651-205-5480

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.: B2020014009 Year Issued: 2025

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: Washington State Dept of Transportation

Contact Name and Phone Number: Tim McDowell (360) 705-7028

Contact Email: mcdowet@wsdot.wa.gov

Address: 7345 Linderson Way Olympia, WA 98501

Contract Date: April 28, 2016

Contract Amount: 2500000

Requirements of Contract: Consulting, PM and Engineering Services

Company Name: City of Hartford Emergency Services

Contact Name and Phone Number: Jeff Covello (860) 757-4085

Contact Email: cove001@hartford.gov

Address: 253 High Street, Hartford, CT 06103

Contract Date: March 1, 2008

Contract Amount: 523271

Requirements of Contract: Consulting, PM and Engineering Services

Company Name: Los Angeles County ISD

Contact Name and Phone Number: Karl Kreb (323) 881-3691

Contact Email: kkreb@isd.lacounty.gov

Address: 1110 N Eastern Ave, Los Angeles, CA 90063

Contract Date: August 1, 2019

Contract Amount: 552387

Requirements of Contract: Consulting, PM and Engineering Services

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: AZTECS

Address: 1353 Walker Lane Corona, CA 92879

Contact Name: Brianna Vowles Phone: 9518524585 Email: bvowles@aztecs.net

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

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

Scope of work subcontractor will perform: Tower work

Identify whether company is a subcontractor or supplier: subcontractor

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: Towerkraft

Address: 4423 Alvo Road Utica, NE 68456

Contact Name: Steven Fehlhafer, P.E. Phone: (402) 646-0031 Email: steve@towerkraft.com

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

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

Scope of work subcontractor will perform: Tower Engineering Services

Identify whether company is a subcontractor or supplier: subcontractor

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.

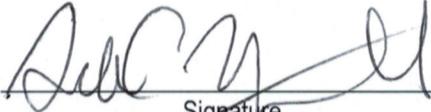
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (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.

Andrew Maxymillian, Vice President

Name and Title



Signature

7/30/2025

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.

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.

Andrew Maxymillian, Vice President

Print Name, Title



Signature

7/30/2025

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 proposals. 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 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 quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an 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, an 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 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 the 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 principal 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.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of 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 proposal, 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. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal 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 (EEO) 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 EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors 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 Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor 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. Contractor'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 proposal or contract documents. 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.

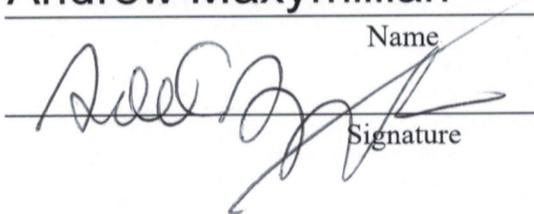
CHECK ONE BOX ONLY.

- 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: Blue Wing Services, Inc

Certified By Andrew Maxymillian Title Vice President

Name

 Signature

Date July 18, 2025

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: Blue Wing Services, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 235 Summer Hill Drive

City: Gilbertsville County: Montgomery State: PA Zip: 19525

Telephone Number: 610-473-2171 Fax Number: 610-473-2536

Name of Company CEO: Kathryn Harvath

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: Consulting Firm Type of License: _____

The Company has appointed: Tricia Surprenant

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: 6718 E State Route 17, St. Anne, IL 60964

Telephone Number: 815-929-1238 Fax Number: _____ Email: tricia.surprenant@bluewing.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Blue Wing Services, Inc.

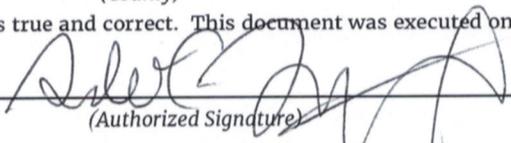
(Firm Name)

Montgomery, PA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 18 day of July, 2025


(Authorized Signature)

Andrew Maxymillian
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Blue Wing Services, Inc. DATE: 07/18/2025

OFFICE(S) or BRANCH(ES): Corporate 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											5	2		
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											5	2		
--------------------	--	--	--	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 7

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: Blue Wing Services, Inc.

DATE: 07/18/2025

OFFICE(S) or BRANCH(ES): Corporate

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