

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

CITY OF SAN DIEGO
A Municipal Corporation

Mission Critical Partners, LLC
Proposer

BY: 

690 Gray's Woods Blvd., Suite 100
Street Address

Print Name: Claudia Abarca
Director, Purchasing & Contracting

Port Matilda, PA 16870
City

Title
12/31/2025

571-302-0718
Telephone No.

Date Signed

johnspearly@missioncriticalpartners.com
E-Mail

BY: 
John L Spearly (Dec 30, 2025 11:45:26 EST)

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

Signature of
Proposer's Authorized
Representative

HEATHER FERBERT, City Attorney

John L Spearly

BY: 

Print Name

Deputy City Attorney

Director of Contract Administrator

Title

12/30/2025

Date

**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.

Exhibit D – Cost/Price Proposal

Section A. Common Project Cost

Vendor Role	Typical Hours	Hourly Fee	Extended Cost
Lead Consultant	10	\$316.05	\$3,160.50
Project Manager	28	\$269.85	\$7,555.80
RF Engineer	42	\$299.25	\$12,568.50
RF/Network Field Technician	20	\$260.40	\$5,208.00
TOTAL SECTION A			\$28,492.80

Section B. Compensation and Fee Schedule

Table 1. Pricing Model 1 – Time & Materials Rate per Hours

Required Role	Fee (\$ per hour)
Lead Consultant	\$316.05
Project Manager	\$269.85
RF Engineer	\$299.25

Table 2: Blended Rate

Type	Blended Rate (\$ per hour)
Blended Rate (inclusive of each of the Roles described in Table 1 above)*	\$284.44

*MCP reserves the right to make an adjustment to the blended rate in the event the City requests additional services or declines proposed personnel.

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:



Request for Proposal #10090304-25-S

Public Safety Communications Consulting Services



July 30, 2025
City of San Diego, California

M MissionCriticalPartners

Exhibit B: Scope of Services

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Introduction Letter

July 30, 2025

Sandra M. Vasquez
Supervising Procurement Contract Officer
City of San Diego
1200 Third Ave., Suite 200
San Diego, CA 92101-4195

Re: RFP# 10090304-25-S — Public Safety Communication Consulting Services

Dear Ms. Vasquez:

Mission Critical Partners® (MCP) is pleased to submit our response to RFP #10090304-25-S Public Safety Communication Consulting Services for the City of San Diego (City).

MCP specializes in public safety communication consulting Services, ensuring smooth transitions while minimizing risk and maximizing success. Through stakeholder engagement, leadership alignment, and strategic communication, we drive adoption at all levels. Our tailored approach, backed by comprehensive readiness assessments, aligns with the City's unique needs.

Committed to delivering measurable outcomes and operational efficiency, MCP stands ready to support your goals. We look forward to the opportunity to collaborate and drive lasting success.

As required, we are submitting this proposal electronically via PlanetBids.

Mission Critical Partners has identified Nicolas Bochniarz as the point of contact for this proposal response. His contact information follows:

Nicolas Bochniarz, Client Services Director
Mission Critical Partners
690 Gray's Woods Boulevard, Suite 10
Port Matilda, PA 16870

Cell: 719.639.0570
Office: 888.862.7911
Fax: 814.217.6807
Email: Contracts@MissionCriticalPartners.com

I am the authorized representative submitting this proposal on MCP's behalf and may be contacted at 888.862.7911 or DarrinReilly@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind the City of San Diego to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners



Darrin Reilly
President and CEO

Executive Summary

Clear Understanding of San Diego's Scope and Strategic Priorities

Mission Critical Partners (MCP) offers the City of San Diego a unique combination of local familiarity, national leadership, and vendor-neutral expertise to support its evolving public safety communications infrastructure. We understand that the City's Motorola Project 25 (P25) radio system is essential to nearly 10,000 users across Police, Fire-Rescue, Lifeguard Services, Public Utilities, EMS, and education. MCP will help ensure this system remains resilient, interoperable, and secure while supporting seamless modernization.

Proven Experience with Similar Complex Public Safety Projects

With more than 300 successful radio system projects nationwide—and over 80 in California—MCP has a deep bench of experience supporting agencies like Beverly Hills, Sacramento County, San Francisco, and CSU Los Angeles. In Allegheny County, PA, our procurement support yielded \$4 million in cost avoidance. We bring proven expertise in both P25 and broadband integration, helping large agencies manage lifecycle transitions across VHF, UHF, 700/800 MHz, DAS/BDA, microwave backhaul, LTE, and FirstNet.

Advanced Technical and Subject Matter Expertise

Our team includes more than 150 professionals with domain knowledge in LMR, NG911, dispatch, broadband, GIS, cybersecurity, and facilities integration—backed by a dedicated Southern California team and 24+ radio subject matter experts. We have hands-on expertise with Motorola and L3Harris systems, microwave vendors (Cisco, Nokia, Aviat, Ceragon), and dispatch CAD platforms (Hexagon, CentralSquare, Mark43, Versaterm). MCP also brings deep cybersecurity credentials, demonstrated in our work securing Maricopa County's P25 network to CJIS, NIST, and MITRE ATT&CK standards.

Capacity, Staffing, and Commitment to San Diego's Success

MCP's team includes licensed engineers, cleared cybersecurity specialists, certified project managers, wireless subject-matter experts and former public safety professionals. We are fully capable of supporting San Diego's schedule and complexity, with scalable staffing, local availability, and the structure to manage tasks from strategy through implementation. Our proprietary MAPS® (Model for Advancing Public Safety) methodology provides a roadmap for successful technology adoption with reduced risk.

Responsiveness, Clarity, and Commitment to the City's Terms

This proposal addresses all requested information thoroughly and concisely. MCP fully accepts the City's standard documents, including Terms and Conditions, Statement of Work, and all other provisions. Our team is prepared to begin work immediately and support the City through the full life of the engagement.

A Trusted Partner for the Future of Public Safety

MCP brings unmatched focus, practical experience, and a future-ready approach to public safety communications. By partnering with us, the City of San Diego will not only enhance system reliability and interoperability—but also build lasting community trust through a secure, integrated, and modern communications ecosystem.

**Tab B:
Proposer's Response
to the RFP**

Organizational Experience

At **Mission Critical Partners® (MCP)**, we don't just serve the public sector—we empower it.

MCP is recognized as the industry leader in modernizing and protecting critical public services. Since our founding in 2009, MCP has demonstrated remarkable growth, making us the largest specialized consulting and managed services firm focused solely on the public safety community.

- We've expanded our team to more than **225 specialized subject-matter experts (SMEs)**.
- Many of our SMEs have an impressive legacy that **spans more than three decades**.
- They all have played pivotal roles in providing strategic guidance to federal, state, and local entities. We are committed to accelerating progress by helping our clients **enhance their policies, systems and technology, and processes**.



MCP is adept at navigating our clients' multifaceted challenges because we understand the complex ecosystem of finance, governance, operations, and technology. Over the past 16 years in business, we have partnered with more than 2,200 clients, such as government, public safety, and justice organizations, underscoring our ability to modernize technologies and operations, optimize investments, and secure mission-critical systems.

Our comprehensive services span justice, management, and technology; data and application; cybersecurity and IT; wireless communications; network and 911; and facilities and operations—all aimed at fostering organizational change to enhance outcomes.

Relevant Experience

Complex, multi-jurisdictional initiatives are where Mission Critical Partners thrives.

Our team has extensive experience managing technology systems and infrastructure across major metropolitan areas, such as San Diego's public safety radio communication system. We have worked closely with regional planning organizations, county governments, and city-level departments to manage systems and infrastructure that involves multiple stakeholders.

As highlighted below, we have partnered with major cities, regions, counties, and the federal government, where coordination among multiple stakeholders and jurisdictions is critical. **Our experience includes facilitating interagency collaboration, navigating jurisdictional requirements, and aligning project objectives with regional policy priorities.**

We have also supported city-level projects that required interaction and collaboration with public safety and city and non-city agencies. These projects involved responding to policy directives, obtaining funding support, integrating stakeholder feedback throughout the planning and implementation phases, creating strategic alignment, and managing change. Our team understands the nuances of shared technology systems, and we bring a practical, results-driven approach to working in these multi-layered environments, playing a significant role in helping our clients achieve success.

This experience has equipped us to effectively manage regional coordination, ensure policy compliance, and align with the goals of individual jurisdictions and overarching regional strategies.

Major Cities and Regions MCP Has Supported with Mission-Critical Voice and Data Systems



Advancing Public Safety Through Wireless and Broadband Innovation

MCP delivers comprehensive wireless communications services to help public safety agencies modernize and future-proof their systems. From **land mobile radio (LMR)** to **Command and Control and Interoperable Systems**, our approach enhances operational readiness, boosts interoperability, and reduces total cost of ownership.

Our demonstrated impact includes:

- Strategic planning, technical and operational assessments, and system design
- Seamless procurement support and vendor negotiations
- Implementation management and performance validation
- **100% successful system cutovers** across **300+ wireless communications projects**
- **25 – 40% average cost savings** through strategic procurement and vendor-neutral planning

MCP serves as a trusted client advocate—delivering scalable, resilient, and reliable communications infrastructure aligned with your agency’s mission and budget.

In Exhibit I Interrogatories, MCP outlines our extensive experience delivering the full scope of services requested in the RFP. As one of the few public safety consulting firms offering all these capabilities under one roof, we help the City minimize delays, control costs, and ensure vendor accountability—resulting in a more seamless, efficient, and lower-risk overall project for the City of San Diego.

Independent, Vendor-Neutral Guidance for Smarter Procurement

MCP is a trusted steward of public safety resources. We bring impartial expertise across all major LMR vendors—including **Motorola**—to strengthen operational readiness, boost interoperability, and reduce long-term cost. By maintaining vendor neutrality, we help our clients achieve 99.999% service availability and seamless connectivity.

With **decades of experience** helping deliver high-performing, resilient, and future-ready public safety communications systems, we consistently secure:

- Optimized cost outcomes (25 – 40% savings)
- Solutions designed for long-term adaptability
- Ongoing training and operational support

California Experience

MCP has a deep and proven history of supporting public safety agencies throughout California, with experience spanning more than 154 projects across the state.

Our team's expertise in state and local regulations, compliance requirements, and best practices ensures that we can provide tailored solutions that align with California's evolving emergency response needs in the stabilization of a statewide NG911 multi-vendor network.

Below is a sample list of projects in the state of California.

California Clients	
<ul style="list-style-type: none">• Alameda Police Department• Beverly Hills• California 9-1-1 Emergency Communications• California Administrative Office of the Courts• California Department of Justice• California Health and Human Services• California State University – Fullerton• California State University – Los Angeles• Colusa County• Contra Costa County• Emeryville• Hawthorne• Humboldt County• Imperial Valley Emergency Communications Authority	<ul style="list-style-type: none">• Monterey County• Mountain View• Newark• North County• Oakland• Orange County• Oxnard• Pasa Robles• Plumas County• Sacramento• Sacramento Regional Fire/EMS• San Bernardino Council of Governments• San Diego County• City and County of San Francisco• San Jose

California Clients

- | | |
|---|--|
| <ul style="list-style-type: none">• Kern County• La Mesa• Lathrop• Los Angeles• Los Angeles County• Madera County• Malibu• Milpitas• Santa Cruz | <ul style="list-style-type: none">• San Mateo County• Santa Barbara County Fire• Stockton• Superior Court of California – Los Angeles County• Superior Court of California – Marin County• University of California – Santa Barbara• Yolo County |
|---|--|

Past Performance

In Exhibit I, we included three confirmed references, each demonstrating our experience with projects of similar scope and size. Included herein, we've provided additional examples affirming past performance providing the services associated with this RFP.

Allegheny County, Pennsylvania

Microwave and LMR Implementation

Background: Allegheny County identified the need to transition from an outdated analog land mobile radio (LMR) system to a new digital trunked platform and implement a robust microwave network to enhance public safety communications. This initiative, supported by MCP, addresses critical gaps in communication clarity, reliability, capacity, and security for over 300 public safety agencies across the County.

Challenge: The legacy system, operating on analog conventional technology, lacked the reliability, coverage, and capacity required for modern public safety operations. It also posed interoperability challenges with adjacent counties and non-P25 systems. The County required a solution that addressed these issues, leveraged modern technology, and ensured seamless, secure communication across agencies.

Solution: MCP is managing the transition to a modern digital LMR system and microwave network for Allegheny County. This includes project management, system staging, and vendor oversight to ensure timely, on-budget implementation. The new LMR system uses TDMA technology to double channel capacity and operates on a UHF-band digital trunked network with P25 standards, significantly improving coverage, reliability, and interoperability. MCP is also facilitating stakeholder engagement and conducting functional and coverage acceptance testing to validate system performance.

Key Result: This ongoing project is transforming Allegheny County's emergency communications infrastructure, ensuring enhanced clarity, coverage, capacity, and security. The new system supports seamless interoperability, improved in-building coverage, and greater resiliency for critical public safety operations. Upon completion, it will position the County as a leader in public safety communications.



Project Length: Ongoing

Project Dates: January 2023 to Present

Communications Solutions Provided:

Digital LMR System Implementation

Microwave Network Deployment

Stakeholder Engagement and Communications

Project Management and Vendor Oversight

Population: 1.25 million (2024)

Nearest MSA: Pittsburgh, PA

Contact:

Matt Brown
Emergency Services Chief
412.473.2303

matthew.brown@alleghenycounty.us

Arizona Department of Public Safety

Microwave Implementation Project Management



Background: The Arizona Department of Public Safety (AZDPS) supports critical statewide operations in highway and public safety, criminal interdiction, forensic analysis, and technical support for criminal justice agencies. To modernize its communications infrastructure, AZDPS prioritized replacing its legacy microwave system, launching the Northern Loop Microwave project. The Wireless Systems Bureau (WSB) required a consulting firm with strong technical and program management expertise to lead this high-impact initiative.

Challenge: This complex, multi-year effort required seamless coordination with federal, state, and tribal entities while minimizing disruption to WSB's ongoing operations. Key challenges included navigating diverse permitting processes, managing subcontractors, and aligning implementation timelines with jurisdictional constraints and equipment availability. Mission Critical Partners was engaged to provide continuity and leadership across all phases from planning through deployment.

Solution: Mission Critical Partners served as AZDPS's primary partner for the Northern Loop Microwave project, delivering end-to-end services in:

Program and Project Management

- Led overall program planning, vendor coordination, and reporting
- Oversaw site selection, permitting, development, and contractor activities
- Applied PMI-based project management practices across all workstreams
-

Civil Engineering and Construction Oversight

- Managed third-party civil engineering firms supporting 10 final sites
- Coordinated surveys, geotechnical studies, solar integration, and construction drawings
- Provided dedicated construction management resources for on-site oversight
-

Technical and GIS Expertise

- Supported microwave design, system integration, and migration planning
- Delivered GIS-based site documentation and data management
- Led site acceptance testing and validation

Key Result: MCP secured over 85% of permits and leases, oversaw construction at 25 sites, and supported the deployment of 11 microwave links, with eight more in progress. The team coordinated the final design, permitting, civil engineering, and migration planning for Loop 1, with full system cutover targeted for FY2026. MCP's leadership continues to ensure alignment, continuity, and measurable progress for AZDPS's critical communications modernization.

Project Length: Ongoing

Project Dates: January 2021 to Present

Solutions Provided:

Program and Project Management

Stakeholder and Vendor Coordination

Civil Engineering Oversight and Technical Support

Population: 7.28 million (2021)

Contact:

Patrick Riley
Telecommunications Project Manager
602.223.2000.
PRiley@AZDPS.gov

City of Austin, Texas

GATTRS Operational and Strategic Support



Challenge: The City of Austin (City) identified the need for ongoing professional consulting services to support the daily operation and long-term planning of the Greater Austin/Travis Regional Radio System (GATTRS). The system supports over 9,000 radios across more than 40 public safety and non-public safety agencies. Maintaining operational continuity, ensuring regulatory compliance, strategic planning and preparing for future upgrades are critical to sustaining system performance.

Solution: Under HGAC Contract HP08-21, Mission Critical Partners® was selected to provide SME support. MCP's Wireless Communications team provides the City with a range of services, including:

- Ensuring compliance with Federal Communications Commission (FCC) requirements
- Supporting Software Upgrade Agreement (SUA) and Customer Support Plan (CSP) negotiations and budget planning
- Drawing on MCP's broader team for expertise in areas such as:
 - P25 trunked radio systems
 - Microwave and fiber backhaul engineering support
 - Tower site coverage analysis and project management
 - Interlocal agreements and regulatory filings
 - GIS and data strategy
 - System acceptance testing and quality assurance

Key Result: MCP continues to provide operational support and long-term strategic planning assistance for GATTRS. The City of Austin relies on MCP's technical expertise and leadership to ensure reliable radio system performance, stakeholder satisfaction, and future-ready planning. The partnership ensures GATTRS remains a resilient, compliant, and sustainable communications platform for the region.

Project Length: Ongoing

Project Dates: 2002 to Present

Population: 1.25 million (2020)

Solutions Provided:

LMR Operational Support

FCC Compliance

Technical Staff and Mentorship

Strategic Planning and Budget Support

Motorola SUA/CSP Negotiation

Nearest MSA: Austin-Round Rock, TX

Contact:

Pushpa Srinivasa
Division Manager
Wireless Communication
Services Division
512.972.3209

Broward County, Florida

Radio Communications System Assessment and Design



Challenge: Broward County (County) owns and operates an 800 MHz, 28-channel, 10-site Motorola SmartZone 3.0 trunked radio system. The County radio system was rapidly approaching end of life. The County was seeking a consultant to provide an assessment of the current system, which included the LMR infrastructure, backhaul transport, tower sites, end users' portable and mobile radios and radio dispatch consoles. Broward County determined that its current system was supported through 2017, but with the County supporting all the public radio users either as primary and/or a backup, a solution needed to be researched and implemented before the equipment's end of life.

Solution: Mission Critical Partners was selected to assist Broward County with the assessment, design and procurement of public safety communications technology. The project includes the replacement of the Phase 2-compliant radio system, microwave backhaul, fire station alerting system and UHF paging system. To effectively complete the assessment, technical design and user specifications, MCP and Broward County established a strategic stakeholder communications plan that has engaged the 22 law enforcement and fire rescue agencies, in addition to multiple dispatch centers. MCP has completed coverage, dispatch and communications site analysis. The communications sites included documentation of current infrastructure and identification of modifications that will be required. MCP has supported the design of the networks that connect these various systems, which include a combination of microwave and leased fiber connectivity residing on layer 2 and layer 3 MPLS networks.

Key Result: MCP successfully completed the evaluation of the current system and documented the findings for the County. Recommendations and solutions that fit the County's needs for the future were incorporated into specifications that were utilized to procure these systems. MCP has completed the implementation of the paging, fire station alerting, and P25 and microwave systems. The estimated value of these projects will be in excess of \$40 million, and the projects will enhance public safety communications for 1.8 million residents of the county and the 14 million tourists that visit each year.

City and County of Dallas, Texas

Radio Assessment, Procurement and Implementation



Challenge: The City of Dallas (City) and Dallas County (County) had previously embarked upon two separate radio system replacement projects. They both selected Mission Critical Partners to provide consulting and engineering support for their individual projects.

MCP conducted separate radio needs assessment projects for the City and County and developed conceptual system alternatives with cost estimates. MCP recommended that the City and County consider developing a shared P25 trunked simulcast radio system to eliminate duplication of effort, provide a wider radio coverage area and reduce project costs.

Solution: With agreement of the City/County (initially under a company acquired by MCP), MCP began developing a competitive system RFP for procuring a new, shared 700/800 MHz P25 Phase 2 time-division multiple access (TDMA), trunked simulcast radio system. MCP's support included a needs assessment, development of system alternatives and cost estimates (completed):

- Assessed the City/County's current needs, requirements and an existing communication system environment
- Developed several different system alternative configurations for a shared City/County, County-owned P25 trunked radio system
- Delivered a final assessment report, outlining findings, recommendations and next steps in the system replacement process

In addition, MCP assisted the City/County with development of a competitive system RFP, evaluation of proposals and contract negotiations (completed):

- Developed a comprehensive, competitive system specification (RFP) with the City/County
- Prepared, discussed and finalized the draft RFP, which was released by the City's Purchasing Department
- Prepared a proposal evaluation matrix to facilitate a proper independent evaluation of each vendor's proposal
- Completed an evaluation matrix approved by the City/County team prior to the receipt of vendor proposals

Key Result: The City/County elected to utilize a competitive system procurement process to achieve significantly better pricing and a better system offering overall.

Upon receiving vendor proposals, the City/County Evaluation Committee, which included MCP personnel, evaluated proposals from two vendors. The vendors were subsequently invited to make oral presentations to the City/County Evaluation Committee, and a structured best and final offer process was utilized to allow the two vendors to submit their best pricing and incentives. A recommendation for award was presented and approved by the Dallas City Council and Dallas County Commissioners Court.

The vendor contract was successfully negotiated, and MCP provided consulting support for system implementation, acceptance testing and cutover.

Project Length: 16 Years

Project Dates: January 2007 to December 2022

Population: 2.61 million (2020)

Nearest MSA: Dallas-Fort Worth-Arlington, TX

Contact:

CJ Holt
Manager, Radio Network,
Communications and
Information Services
214.670.9868
Cj.holt@dallascityhall.com

Golden Gate Bridge, Highway and Transportation District

Land Mobile Radio (LMR) System Upgrade



Challenge: The Golden Gate Bridge, Highway and Transportation District (“District”) sought to upgrade its aging land mobile radio (LMR) communications infrastructure to ensure robust, scalable, and cost-effective support for bus, bridge, and ferry operations. Following a system assessment conducted in Phase 1, the District elected to move forward with a comprehensive upgrade that included new system architecture, enhanced coverage, and modernization of core technologies. The District required professional engineering and project management support to guide Phase 2A of the initiative, which includes system planning, procurement, and implementation oversight.

Solution: Mission Critical Partners®, in partnership with ADCOMM, was engaged to lead the District through Phase 2A of the LMR upgrade. The MCP-ADCOMM team provided full program development, engineering, and implementation support, including project management, vendor coordination, and technical oversight.

Key Phase 2A activities included:

- Developing the program management plan, schedule, and communication strategy
- Providing engineering design, needs gathering, and integration strategy
- Supporting radio core replacement with a geo-redundant Tait system and IP network
- Managing vendor procurement for microwave backhaul, DC power, RF systems, and facility upgrades
- Supporting lease execution and site documentation
- Leading implementation, staging, system testing, and acceptance procedures
- Facilitating subscriber fleet planning and coverage enhancements at key bridge locations

Key Result: MCP delivered strategic guidance and implementation oversight for the District’s critical communications upgrade, ensuring alignment with project objectives and a clear path forward to Phase 2B. The project is progressing toward a fully modernized radio system with improved performance, resilience, and interoperability.

Project Length: Ongoing

Project Dates: October 2024 to Present

Solutions Provided:

- Regional Strategic Planning
- NG911 Implementation Support
- Interoperability Assessment (ESInet, NGCS, CAD, LMR)
- Disaster Recovery and Resiliency Planning

Population: Approximately 2 million (regional coverage)

Nearest MSA: San Francisco–Oakland–Berkeley, CA

Contact:

Nicole Gilardi
Purchasing Officer
415.923.2317
ngilardi@goldengate.org

Demonstrated Subject Matter Expertise

Project Understanding

Mission Critical Partners (MCP) understands that **lives are on the line** every day in the City of San Diego. The City's public safety communications systems must operate with uncompromising reliability, interoperability, and security—and they must evolve to meet the demands of a rapidly shifting technology and threat landscape.

MCP is honored to bring its **independent, vendor-agnostic** consulting expertise to support San Diego in this critical mission.

The City currently operates a Motorola twenty-channel 700 MHz P25 Trunked Simulcast Radio System—supplemented by two Astro Site Repeaters (ASRs)—as well as a two-channel VHF P25 Analog Simulcast Radio System, both with seven sites. These systems support nearly 10,000 mobile and portable radios and provide **mission-critical voice and data communications** to a wide array of City and non-City agencies. Key system users include the San Diego Police Department, Fire-Rescue Department (including Lifeguard Services), Public Utilities, Environmental Services, San Diego Unified School District, Community College District, and ambulance and paramedic providers.

The City seeks to continue and enhance its consulting services, focusing on:

- Technical and operational support for radio communications infrastructure;
- Expertise in 700/800 MHz, VHF, UHF, and IP/MPLS wireless technologies;
- Lifecycle planning, procurement, integration, and system modernization;
- Emergency communications and command-and-control strategy;
- Regulatory compliance and interoperability with regional partners.

At MCP, we don't just offer technical knowledge—we deliver **tangible outcomes** through expert guidance and trusted partnership. Our nationwide team of 225+ professionals has worked in **95% of the nation's largest metro areas**, helping public safety agencies just like San Diego **transform their segmented networks into interwoven ecosystems**

We are deeply aligned with the City's **Critical Success Factors**, including:

- 99.999% service availability;
- Regional interoperability;
- 24 x 7 x 365 support readiness;
- Current and secure hardware/software baselines;
- FCC license and spectrum compliance;
- Value-for-money and scalable designs.

Our work is guided by a clear message: **Our Clients' Missions Matters**. We bring a **proactive, intelligent, and trusted** approach to every engagement, backed by our core values—**persistence, integrity, trust, and accountability**. MCP is committed to delivering **industry-leading insight and documentation** that help the City make informed decisions, safeguard continuity, and drive innovation in public safety communications.

Because the mission matters, we are here to help the City of San Diego achieve a more resilient, secure, and future-ready radio communications environment.

Capacity/Capability to meet The City of San Diego Needs in a Timely Manner

Capacity and Capability to Meet the City's Needs in a Timely Manner

Mission Critical Partners (MCP) is uniquely equipped to meet the City of San Diego's public safety communications consulting needs with urgency and efficiency. Our capacity is built on a foundation of deep subject matter expertise, scalable resources, proven processes, and a long history of delivering complex public safety projects on time and within budget.

Scalable Resources and Specialized Expertise

MCP brings a national bench of more than 225+ mission-critical professionals—including engineers, project managers, technologists, and former public safety officials. We assign resources based on project scope and complexity, ensuring the right experts are engaged at each phase. For this engagement, MCP will leverage a core team with direct experience supporting wireless communications planning, system lifecycle management, procurement, and implementation oversight for large municipalities and government agencies.

Our proposed team includes professionals who are concurrently supporting major wireless communications initiatives in California and nationwide—including the San Francisco Department of Emergency Management and the Golden Gate Bridge, Highway and Transportation District—demonstrating our ability to deliver regionally relevant expertise while maintaining bandwidth for additional projects.

Proven Delivery Processes and Readiness

We rely on well-established program management frameworks, communications protocols, and QA/QC measures to ensure seamless coordination, stakeholder engagement, and schedule adherence. Our structured approach allows us to quickly mobilize, execute assessments, and provide actionable recommendations—often ahead of schedule.

MCP has successfully completed more than 300 wireless communication system projects and maintains a 100% successful wireless system cutover track record, underscoring our commitment to timely, high-impact delivery. Our ability to concurrently support multiple engagements of similar size and scope demonstrates our organizational readiness to meet San Diego's expectations without compromise.

Responsiveness and Client-Centered Support

As a long-term, trusted partner to public safety agencies, MCP understands the importance of clear communication, responsiveness, and accountability. We maintain regular project reporting, standing status meetings, and real-time access to key personnel. **Should urgent needs or scope shifts arise, our team is prepared to scale up quickly to ensure continuity and responsiveness.**

Staffing Plan

Mission Critical Partners confirms that subject-matter experts are proposed herein to support this project. Please see the following table.

Required Role	MCP Meets/ Exceeds	Minimum Experience Expected for this Role
Senior Consultant & Engagement Lead	EXCEEDS	<ul style="list-style-type: none"> ✓ 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	EXCEEDS	<ul style="list-style-type: none"> ✓ PMP certified ✓ 5+ years experience: Public Safety Radio System Project Experience, LTE/Fiber/Microwave Backhaul Project Experience, Grants and Asset Management Experience
RF Engineer	EXCEEDS	<ul style="list-style-type: none"> ✓ 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	EXCEEDS	<ul style="list-style-type: none"> ✓ Hardware Provisioning Skills, BDA/DAS/ERRCS Experience, ✓ E911/PSAP/Dispatch Center Familiarity and Support Experience, ✓ Radio Site/Tower Management
Network Engineer	MEETS	<ul style="list-style-type: none"> ✓ 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

MCP will support this project with 100% internal staff. MCP has identified in the figure below the key team members that we plan to assign to this important project.

Staffing Plan

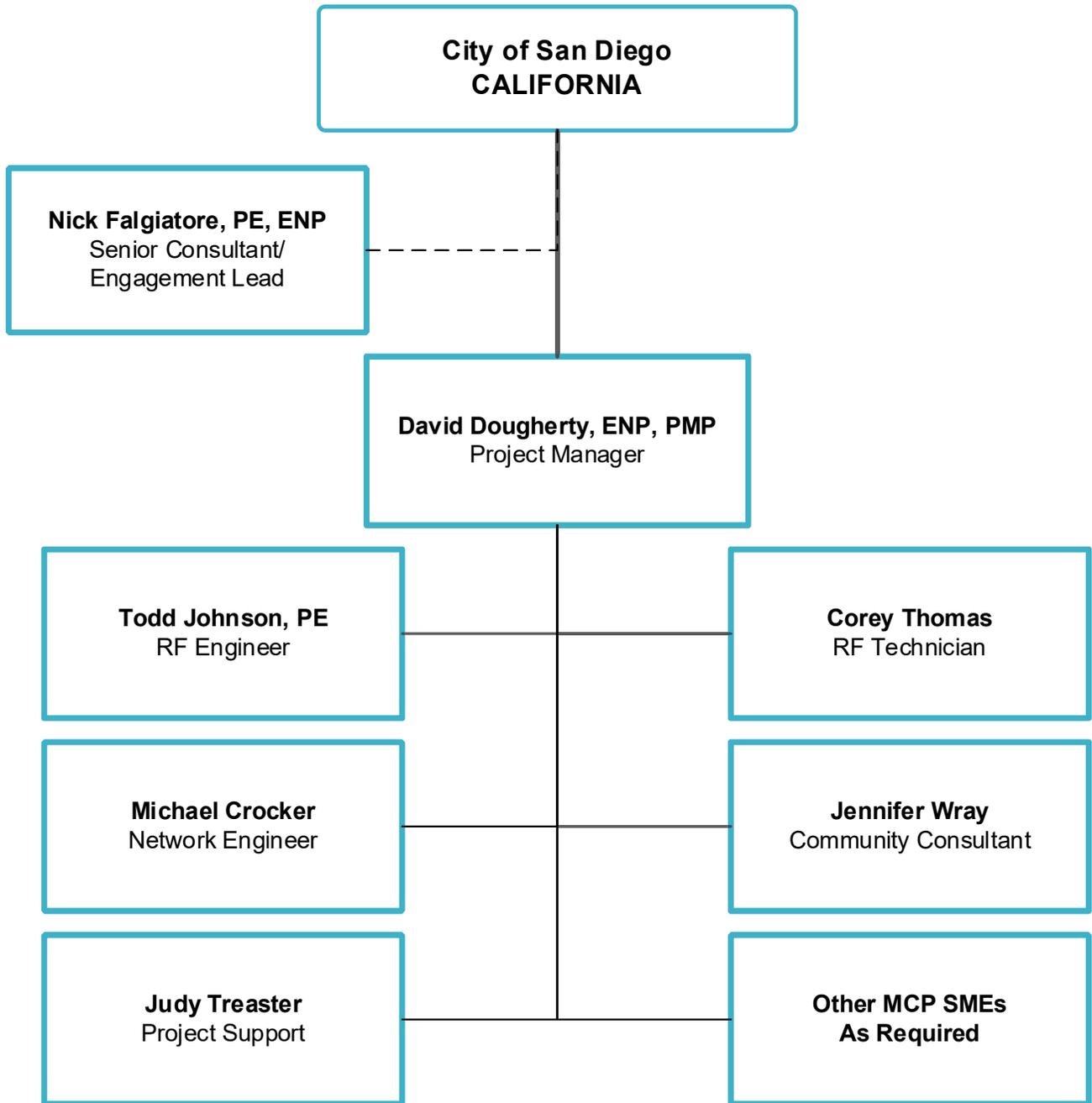


Figure 1: Project Team

Each team member brings a unique skill set and depth of experience in wireless technologies. Additional resources and subject-matter experts are also available, as we are a full-service firm focused on all aspects of public safety communications.

Resumes

Resumes highlighting our qualifications and experience are included on the following pages.

Nicholas Falgiatore, PE, ENP

Manager, Wireless Services, Mission Critical Partners

Nick is a professional engineer and wireless specialist who has served more than 50 public safety clients ranging in size from small municipalities to state agencies. His experience encompasses all aspects of public safety communications systems implementation. Nick has supported P25 system implementations from all major equipment vendors. He is at the forefront of public safety broadband, contributing to expert panels and publications on the topic. His expertise includes radio systems design, system acceptance testing, FCC licensing, propagation modeling, interoperability planning, data gathering, P25 subscriber certification, coverage testing, and site assessments. He also serves as the Enterprise Client Manager and Engineering Group Lead for the Wireless Communications Services team.

Areas of Specialization

- Recommend radio system technologies; perform assessments of radio systems and develop conceptual trunked and conventional system designs and cost estimates
- Develop radio system specifications, conduct competitive procurements, and provide support through the implementation of radio and wireless systems
- Develop/update strategic statewide and tactical interoperability communications plans
- Perform propagation studies to model radio system coverage and interference
- Develop radio system VHF, UHF, and 700/800 MHz frequency plans

Representative Experience

Federal Experience

- U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)—Chemical Stockpile Emergency Preparedness Program (CSEPP) radio systems needs assessments and coverage modeling

State/Regional Experience

- Arizona Department of Public Safety—Provided microwave system design, site engineering support, and implementation oversight for the statewide Northern Loop Microwave upgrade supporting public safety communications.
- Missouri—Statewide P25 VHF trunking system implementation, FirstNet support in data collection, outreach and education, consultation, and the Statewide Communication Interoperability Plan (SCIP) update
- Michigan—National Public Safety Broadband Network (NPSBN) planning activities
- Southeastern Pennsylvania Regional Task Force (SEPA-RTF)—Regional Inter-RF Sub-System Interface (ISSI) and interoperability assessment
- Northern Virginia Emergency Response System (National Capital Region)—ISSI assessment

City/County Experience

- City of Austin, TX— Provided radio system engineering, propagation modeling, FCC licensing support, and strategic planning
- Broward County, FL—Radio system needs assessment, procurement, implementation, and FCC licensing
- Okaloosa County, FL—Radio system analysis and procurement for P25 Phase II system
- Lawrence County, PA—Radio system needs assessment, FCC licensing procurement, and implementation for the P25 Phase II system



Industry Experience

18 years

Education

M.S., Electrical Engineering, B.S., Electrical Engineering, Univ. of Central Florida

Licenses/ Certifications

Professional Engineer, Florida, Tennessee, North Carolina

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Awards

2020 IWCE Leader of the Year finalist. Showcases outstanding leadership in critical communications

2017 IWCE Young Professionals Awards list. Showcases leaders in the communications technology industry

Examples of Similar Work

1. Broward County, FL – P25 and Microwave Radio System Replacement



Contact: Brett Bayag, Office of Regional Communications & Technology
bbayag@broward.org | (954) 594-7774

Dates of Performance: June 2015 – March 2024

Description: Served as lead engineer for countywide needs assessment, conceptual design, procurement, and implementation support for a P25 Phase II trunked radio system and microwave transport network.

Relevance: Demonstrates full lifecycle support for LMR and microwave system modernization in a large-scale county environment.

2. City of Austin, TX – GATTRS Strategic and Operational Support



Contact: Pushpa Srinivasa, Division Manager, Wireless Communication Services Division |
pushpa.srinivasa@austintexas.gov | (512) 972-3209

Dates of Performance: 2021–Present

Description: Provided radio system engineering, coverage modeling, FCC licensing support, and frequency planning for the Greater Austin/Travis County Regional Radio System (GATTRS), a 15-site 800 MHz P25 system serving 40+ public safety and non-public safety agencies.

Relevance: Demonstrates Nick’s experience with multi-jurisdictional public safety systems and long-term planning for large-scale urban communications infrastructure.

3. Arizona Department of Public Safety – Northern Loop Microwave System Implementation



Contact: Patrick Riley, Telecommunications Project Manager | priley@azdps.gov | (602) 622-5040

Dates of Performance: January 2021 – Present

Description: Provided microwave system engineering, propagation studies, and implementation oversight for statewide backhaul modernization, including site validation, permitting coordination, and deployment support across rural and tribal regions.

Relevance: Aligns with San Diego’s goals for microwave system upgrades and illustrates Nick’s technical leadership in complex, state-level communications infrastructure projects.

Understanding of Public Agency Regulations/Procedures

Nick has worked extensively with public agencies across local, state, and federal levels, and brings a detailed understanding of agency procedures, permitting, and procurement requirements. He has supported FCC frequency planning and licensing, coordinated with local jurisdictions on site development and environmental compliance, and participated in public safety governance activities such as SCIP updates and interoperability working groups. His experience includes aligning technical design with agency procurement rules and supporting clients through public RFP processes, stakeholder briefings, and board approvals.

David J. Dougherty, ENP, PMP

Project Manager, Mission Critical Partners

David is a professional project manager with expertise in planning, directing, and coordinating project activities to ensure that client objectives are accomplished within the prescribed time frame and funding parameters. In addition, during his 24-year military career, David gained expertise in command, control, and communications. His experience in the private sector includes operations management, construction management, communications, operations analysis, and field service project management. David's goal is to delight clients and manage successful outcomes.

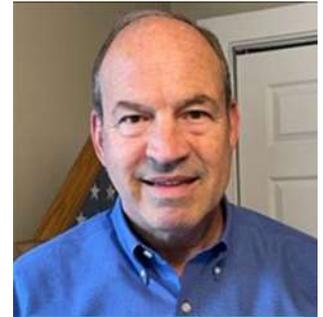
Representative Experience

State/Regional Experience

- Arizona Department of Public Safety (DPS)—Served as project manager/change manager for a statewide microwave and LMR communications project, coordinating with the Bureau of Land Management, United States Forest Service, Navajo Nation, and other local/state entities on leasing or utilizing many communications sites throughout the state
- Carnegie Mellon University (CMU), Pennsylvania—Served as project manager for a public safety radio upgrade project including upgrading CMU's mobile command post
- Massachusetts Emergency Management Agency—Served as project manager for a communications tower upgrade construction project
- Washington County, Pennsylvania—Served as project manager for a 14-site public safety radio communications and construction upgrade

Additional Experience

- Directed and oversaw projects including LMR trunked radio systems, software and advanced LMR networks, and RF communications organization; streamlined processes pertaining to construction, bid and quote, engineering, maintenance/service, and staging
- Served as project manager lead for large government projects, such as the radio/distributed antenna system construction projects at the World Trade Center (WTC) in New York City, and handled many deliverables, contracts, and change orders
- Augmented WTC radio projects providing source signals for all public/life safety systems, providing 72 radio frequencies and serving 15 first-responder agencies
- Managed/directed maintenance, staging, bid and quote/contracts, and installation in support of many multimillion-dollar projects (RF, cell, LMR, programming, fiber, power)
- Was responsible for interpreting, organizing, executing, coordinating assignments, delivery of products, and continuous improvement of products and services
- Developed scope of work, oversaw schedule and deliverables, created work breakdown structures, tracked and provided financials, and provided briefings
- Supervised and managed technicians, programmers, and engineers directly representing stakeholders to plan, build, provide power, integrate, and accept 65 tower sites and network operations center for public and emergency responder protection
- Directed and participated in the testing of bit error rate, received signal strength indicator, and delivered audio quality for the areas on and around more than 1,500 miles of railroad tracks and more than 60 fixed tower sites in New Jersey and New York
- Oversaw quality measurements for software, radios, antennas, and wire/cables
- Coordinated with customers and oversaw numerous field service projects working with generators including oil leak troubleshooting, bearing investigation and machining, major and minor inspections, and permanent magnetic generator repair and replacement
- Worked directly with sales, finance, and engineering to ensure successful project outcomes and administered contracts with clients to manage risk and maximize revenue



Industry Experience

44 years

Education

M.S., Information Technology Project Management, Robert Morris University, PA
B.S., Business and Management, University of Maryland University College, MD

Certifications

Emergency Number Professional (ENP)
Project Management Professional (PMP)
Tandberg Video Teleconferencing (VTC)
Certified Technical Associate
OSHA-10

Associations

Project Management Institute (PMI)
National Emergency Number Association (NENA)
Association of Public-Safety Communications Officials (APCO)

Examples of Similar Work

1. Arizona Department of Public Safety – Northern Microwave Loop Upgrade



Contact: Patrick Riley, Telecommunications Project Manager | priley@azdps.gov | (602) 622-5040

Dates of Performance: January 2021 – Present

Description: As MCP's project manager, David oversaw leasing, permitting, and coordination with AZDPS, federal land agencies, and tribal entities. He managed construction activities across 25 sites and supported civil engineering, procurement, and implementation phases.

Relevance: Directly aligns with this RFP's scope for statewide microwave communications planning, construction, and stakeholder coordination.

2. Commonwealth of Massachusetts – CoMIRS P25 Radio System Modernization



Contact: Scott Bailey, Interoperable Communications Bureau | scott.bailey@state.ma.us | (617) 875-0856

Dates of Performance: March 2018 – Present

Description: David served as the project manager overseeing communications tower construction and implementation. He coordinated with state stakeholders and engineering teams to advance tower readiness and support phased P25 deployment.

Relevance: Involves LMR infrastructure upgrade and public safety radio system implementation consistent with this RFP.

3. Carnegie Mellon University – LMR System Upgrade and Mobile Command Post Support



Contact: Aaron V. Lauth, Chief of Police | alauth@andrew.cmu.edu | (412) 268-2328

Dates of Performance: August 2023 – February 2024

Description: Led a campus-wide radio system assessment and modernization project, including coverage testing and command post enhancements. Guided the transition to a digital P25 system to ensure interoperability with the City of Pittsburgh.

Relevance: Reflects expertise in public safety radio modernization and agency coordination for in-building and mobile communications.

Understanding of Public Agency Regulations/Procedures

David's career has included oversight of high-profile government projects with extensive permitting, licensing, and stakeholder coordination. He is well-versed in FCC regulations, municipal and state construction processes, public procurement rules, and operational policies required to manage agency-owned infrastructure. His military and civilian experience ensures strict adherence to procedural compliance, contract documentation, and interagency governance frameworks.

Todd B. Johnson, PE

Senior Technology Specialist, Mission Critical Partners

Todd is a licensed Professional Engineer with decades of experience in public safety wireless communications. He has led clients through every phase of large-scale, complex, and customized system implementations, from needs assessment to design and installation. His extensive expertise enables him to provide strong team leadership, ensuring the success of projects and services.

Representative Experience

State/Regional Experience

- Missouri—Provided technical support for the statewide P25 VHF/700 MHz trunking system, including coverage modeling, conversion to an in-house radio network monitoring, and vendor management
- Inter-RF Subsystem Interface (ISSI) Experience—Supported the Pennsylvania Region 13 Task Force in connecting to the Commonwealth of Pennsylvania
- Arizona—Supported microwave system design and implementation for the Department of Public Safety's Northern Loop modernization project
- Allegheny County, PA—Led the development of a microwave RFP, vendor selection, site acquisition, and implementation of UHF TDMA P25 public safety radio system

City/County Experience

- Philadelphia, PA—Reviewed the 20.19 upgrade plan, NICE upgrade, public safety dispatch consolidation, and contributed to the public safety communications strategy
- Houston, TX—Served as Assistant Director, managing a P25 radio system for Police, Fire, EMS, and Public Works. Led the transition from conventional analog to digital P25 Phase 2 and developed a roadmap for the regional radio system, including converting Public Works communications from traditional LMR to ESChat's push-to-talk over cellular (PTToC)
- Austin, TX— Provided engineering support for Austin Electric's integration into the GATTRS regional P25 radio system
- Memphis and Shelby County, TN—Led procurement and implementation of a public safety radio system and PTToC
- Gallatin County, MT—Provided RF consulting and engineering support for a dual-band trunking system
- Broward County, FL—Provided technical support for the assessment and planning of a P25 trunked radio system
- Fayette County, GA—Led engineering efforts for vendor selection, reviewing the county's radio system, microwave, consoles, push-to-talk (PTT), and interoperability segments
- Horry County, SC—Oversaw the replacement of simulcast radio and paging systems
- Story County, IA—Reviewed the county's selection of radio system, microwave, consoles, PTT, and interoperability segments; led radio system assessment and vendor selection
- Wayne County, PA—Provided technical support for wireless broadband network planning
- San Bernadino County—Conducted a feasibility study on handling 911 cellular calls in remote, life-threatening locations

Public Sector Experience

- Led citywide radio system projects for San Antonio Water System/City Public Service and Austin Electric, with the latter integrating into the Greater Austin/Travis Regional Radio System (GATTRS)



Industry Experience

36 Years

Education

MBA, Business Administration, Louisiana State University

B.S., Electrical Engineering, University of Houston, Texas

Licenses and Certifications

Professional Engineer (PE), California, Georgia, Iowa, and Texas

Citizens Broadband Radio Service (CBRS) Certified Regional Installer (CPI)

Amateur Radio Operator KG5HNJ

Examples of Similar Work

1. Allegheny County, PA – Microwave and UHF TDMA P25 System Implementation



Contact: Matt Brown, Emergency Services Chief | matthew.brown@alleghenycounty.us | 412.473.2303

Dates of Performance: February 2023 – Present

Description: Led development of an RFP, vendor selection, site acquisition, and implementation of a UHF TDMA P25 public safety radio system including a new microwave backbone and system acceptance activities.

Relevance: Directly aligned with this RFP's services in microwave and LMR network design, procurement, and deployment.

2. City of Austin, TX – GATTRS Integration and Engineering Support



Contact: Pushpa Srinivasa, Division Manager, Wireless Communication Services Division | pushpa.srinivasa@austintexas.gov | (512) 972-3209

Dates of Performance: 2021–Present

Description: Provided engineering support for Austin Electric's integration into the GATTRS regional P25 radio system, including coverage modeling, site infrastructure review, and long-term expansion planning.

Relevance: Demonstrates experience with multi-agency P25 system design and integration in a large urban and utility-supported environment.

3. Arizona Department of Public Safety – Northern Loop Microwave System Implementation



Contact: Patrick Riley, Telecommunications Project Manager | priley@azdps.gov | (602) 622-5040

Dates of Performance: January 2021 – Present

Description: Delivered microwave engineering support and implementation oversight for AZDPS's Northern Loop, including site selection, coordination with vendors, and backhaul system integration.

Relevance: Highlights technical leadership in statewide microwave network modernization aligned with San Diego's goals for resilient, scalable public safety infrastructure.

Understanding of Public Agency Regulations/Procedures

Todd has extensive experience managing and supporting major government communications projects in compliance with agency procedures at all levels. As Assistant Director in Houston, he led transition efforts to digital P25 Phase 2 and push-to-talk over cellular, requiring complex coordination with public agencies. In Allegheny County, he directed public procurement, site acquisition, and system acceptance aligned with public-sector governance requirements. His work across counties and utilities has involved permitting, site coordination, procurement documentation, and public accountability, ensuring consistent alignment with public agency policies and procedures.

Corey D. Thomas

Technology Specialist, Mission Critical Partners

Corey is a public safety professional with more than two decades of proven experience on the leading edge of electronic telecommunications computer systems technology. He has collaborative experience in defining project specifications, establishing goals and deliverables, and communicating objectives to interdisciplinary teams. He served as a U.S. Marine Corps wireless, data, and telecommunications chief in various positions of responsibility and complexity at worldwide locations. Corey leverages his communications and military experience to provide leadership, knowledge, and solutions to the complex challenges facing our public safety clients.

Representative Experience

Federal/State Experience

- U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Chemical Stockpile Emergency Preparedness Program (CSEPP)—Radio technical support for counties in the states of Kentucky and Colorado
- Arizona—Technical review of microwave systems to establish a new tower location and required heights to migrate all equipment to a new self-supporting tower

City/County Experience

- Austin, TX— Provided technical support for the Greater Austin/Travis County Regional Radio System (GATTRS), including tower infrastructure assessment, system review, and coordination on site design and spectrum planning.
- Philadelphia, PA—Providing FCC licensing support and spectrum management services including prior coordination notification for microwave systems surrounding the city, eliminating the possibility of interference
- Wake County, NC—Provided technical review and implementation oversight of robust P25 radio system network; conducted coverage testing spanning 857 square miles to ensure the radio system provided sufficient coverage throughout the county
- Frederick County, VA—Provided technical support for radio system procurement
- Pueblo County, CO—Managed the procurement, implementation, and acceptance of radio interoperability network
- Madison County, KY—Procured and implemented a state-of-the-art complex emergency outdoor warning system providing emergency services and extreme weather notification services
- Estill County, KY—Authored technology specifications for an RFP for an emergency outdoor warning system, subscriber radio systems and LMR base station network
- Garrard County, KY—Supported technical specification development for RFP
- Fayette County, GA—Provided technical review of the radio system and tower specifications to support procurement and implementation of countywide radio and microwave systems

Additional Experience

- Provided RF engineering and high-frequency propagation studies for all exercises and operations, prepared RF plan or spectrum management standard operating procedure to assure adequate assignment of RFs and minimum interference among users
- Conducted site surveys to support satellite, multichannel, single channel, and wireless communications nodes; supervised installation and operation of fixed and field radio stations and microwave stations;



Industry Experience

27 years

Education

Certificate, Project Management, Villanova University

Examples of Similar Work

1. City of Philadelphia, PA – BDA/DAS Consulting and Spectrum Management



Contact: Nadine Dodge, Deputy CIO | nadine.dodge@phila.gov | 215.834.8420

Dates of Performance: March 2017 – Present

Description: MCP provided radio technical support including FCC licensing assistance, microwave system planning, and spectrum management to support in-building public safety radio coverage. Corey was responsible for engineering review and ensuring regulatory compliance for communications infrastructure.

Relevance: Directly applicable to this RFP's services regarding spectrum planning, licensing, and technical oversight.

2. Arizona Department of Public Safety – Northern Microwave Loop Project



Contact: Patrick Riley, Telecommunications Project Manager | priley@azdps.gov | 602.622.504

Dates of Performance: January 2021 – Present

Description: Corey supported microwave system planning and site selection, including RF and technical review of proposed tower relocations and equipment migrations. Contributed to site documentation, permitting, and review of microwave design requirements.

Relevance: Aligns directly with microwave system planning, tower siting, and technical implementation support.

3. City of Austin, TX – GATTRS Infrastructure Support and System Review



Contact: Pushpa Srinivasa, Division Manager, Wireless Communication Services Division | pushpa.srinivasa@austintexas.gov | (512) 972-3209

Dates of Performance: 2021 – Present

Description: Provided technical support for the Greater Austin/Travis County Regional Radio System (GATTRS), including infrastructure assessment, tower and microwave system review, and site design consultation to support system modernization and operational resilience.

Relevance: Demonstrates relevant experience supporting large-scale regional P25 radio systems, system infrastructure evaluation, and coordination of tower and microwave upgrades aligned with San Diego's public safety communications goals.

Understanding of Public Agency Regulations/Procedures

Corey's military and consulting experience has equipped him with a robust understanding of local, state, and federal public safety telecommunications regulations. He has supervised frequency planning and FCC licensing for microwave and LMR systems, authored RFP specifications aligned with procurement protocols, and conducted signal coverage assessments adhering to permitting and operational standards. His support for DHS/FEMA, Arizona DPS, and Philadelphia has involved compliance with NEPA, FCC, and municipal building codes. Corey applies this regulatory knowledge throughout system implementation to ensure successful and compliant outcomes.

Michael Crocker

Senior Network Engineer, Mission Critical Partners

Michael is a seasoned senior network engineer with vast experience in designing, developing, and implementing technical infrastructure that enhances efficiency and business productivity. He has successfully led IT teams, optimized network security, and improved technology operations across various industries, including healthcare, government, and corporate environments.

Representative Experience

City/County Experience

- Centre County, PA—Senior Network Engineer
 - Created a technology roadmap to increase reliability, performance, security, and redundancy
 - Designed, built, monitored, and supported a defined/hardened security infrastructure
 - Standardized help desk services, increasing incident response times across the County
 - Upgraded and enhanced the technology of the 911 Center
- Technology Manager
 - Provided project support for technology/infrastructure projects for medium and large hospitals
 - Designed, recommended, and built solutions for customers to fit their technology needs
 - Researched and developed standard practices for managed services sites to improve processes, workflow, and support
 - Managed site technology strategy
- Manager Information Technology
 - Managed IT operations for a 750-bed hospital located in Central Pennsylvania
 - Oversaw migration to new infrastructure
 - Assisted department directors with technology decision-making and acquisition
 - Provided project support and oversight for all infrastructure projects
 - Implemented internal service desk
- IT Business Consultant
 - Designed and implemented technology solutions to resolve customer requirements or issues
 - Reviewed and made recommendations on IT infrastructure configurations, security, and management methodologies to improve business continuity, security, and processes
 - Assisted IT managers with planning, budgeting, and strategic decision-making
- Platform Supervisor
 - Directed the operations of a 12-person support team to manage servers and applications for different business entities encompassing more than 13,000 users
 - Provided support for 588 Windows servers in 185 remote locations across North and Latin America
 - Designed and developed policies, procedures, and processes for remote locations and security, incident, and problem management
 - Worked with business units to align technology with their operational objectives
 - Conducted disaster recovery planning and maintenance



Industry Experience

32 Years

Education

B.S., Computer Technology, University of Colorado

Certifications

Cisco Certified Network Associate (CCNA)

Certified Wireless Security Professional (CWSP)

Certified Wireless Network Administrator (CWNA)

ITIL Certified IT Manager

Cisco Certified Design Associate (CCDA)

Citrix Certified Administrator

Microsoft Certified Systems Engineer, Windows 2000

Microsoft Certified Systems Administrator, Windows 2000

Microsoft Certified Systems Engineer, Windows NT

Level 4 CJIS

Jennifer G. Wray

Organizational Change Manager, Mission Critical Partners

Jenny is an organizational change management (OCM) professional with a proven track record of leading organizations through complex, enterprise-wide transformations. She excels in executing transformative changes through consensus building, stakeholder management, change impact analysis, communication, and training. Jenny is highly skilled in change management strategy development and implementation, business analysis, and mergers and acquisitions.

Representative Experience

- State of Nevada—Strategic and tactical organizational change management for the Nevada DMV's digital modernization project.
- Washington County, PA—Provided Organizational change management consulting and strategic direction for Washington County's 911 center project.

Organizational Change Management Experience

- Served as a senior OCM leader, designing and implementing change strategies for three multimillion-dollar transformation initiatives
 - Developed an OCM division within an IT organization, including methodology, governance, and standard practices and procedures
 - Led an IT project management office transition from Waterfall to a hybrid Agile model
 - Developed and managed a global OCM Center of Excellence, including a community of practice, process, tools, and governance
- Led OCM strategy and implementation for a multimillion-dollar initiative to replace 1960s-era mainframe architecture with state-of-the-art Oracle functionality, impacting all processes
 - Collaborated with cross-functional teams to develop and implement communication and training strategies
 - Created a change network and developed stakeholder, sponsor, and resistance management plans
- Managed three complex IT transformation projects:
 - Replaced an antiquated company-wide operating and reservation system
 - Upgraded casino operations processes and procedures with modern technology
 - Implemented Microsoft 365, including OneNote and OneDrive

Project Management Experience

- Designed and managed a Change Management Department for a high-growth organization
 - Managed business analysis, project management, corporate communications, and change management
 - Selected and implemented a company-wide learning management system
- Opened and managed a company focusing on lifesaving skills training
- Transitioning the organization to a paperless workflow
- Played a key role in launching new companies from the ground up



Industry Experience

18 years

Education

B.A., International Relations, Boston University

Certifications

Prosci® Certified

Scaled Agile Framework® (SAFe®) Agile Certified

Six Sigma Green Belt

Champion Certified

Judy L. Treaster

Support Services Manager, Mission Critical Partners

Judy is a skilled business professional with more than a decade of experience providing technical support to various aspects of proposal response development and database management in the public safety and critical communications arena. Judy has specific experience in technical report preparation and submission. She is a strong planner and problem solver who readily adapts to change and can manage multiple priorities and meet tight deadlines without compromising quality. Her skill set includes:

- Supervise a team of support specialists and editors
- Implement systems and workflow processes to ensure proposal/project reports are of the highest quality and client deadlines are met
- Assist business development efforts in proposal development efforts, including quality oversight, non-technical writing, resource management
- Provide contract and vendor registration support
- Edit technical reports, proposals, documents, correspondence and presentations; perform quality assurance/quality control (QA/QC) on reports and request for proposals (RFPs)
- Support master client, prospective client and contact database

Representative Experience

Review and edit reports, documents, correspondence, and presentations; perform QA/QC on reports and RFPs

- U.S. Department of Transportation (USDOT), National 911 Program
 - Next Generation 911 Interstate Playbook, Chapters 1 through 5
 - NG911 functional and technical requirements, Cost Study report
- Pennsylvania Emergency Management Agency (PEMA)
 - Public Safety Answering Point (PSAP) Inventory report in support of NG911 project
 - Bureau of Technical Resources, Concept of Operations reports
- Arizona 911 Program—NG911 GIS strategic plan
- Tennessee Emergency Communications Board (TECB)—100 Local Access and Transport Area (LATA) routing analysis reports
- North Central Texas Council of Governments—NG911 Transition Plan
- Illinois State Police
 - NG911 Feasibility study
 - NG911 System Request for Proposals (RFP)
- Michigan—FirstNet project deliverables
- Minnesota—NG911 project deliverables
- Kansas—800 MHz radio system
- Northern Virginia Emergency Response System (NVERS)—Fire and EMS gap analysis assessment report
- Humboldt County, CA—PSAP Consolidations Feasibility
- Orange County Fire Authority Emergency Communications Center (ECC), Rialto, CA—PSAP Assessment



Industry Experience

13 years

Education

A.A.S. Degree,
Specialized Business in
Administrative Support,
South Hills Business
School, PA

Tab C: Pricing

Exhibit D – Cost/Price Proposal

Section A. Common Project Cost

Vendor Role	Typical Hours	Hourly Fee	Extended Cost
Lead Consultant	10	\$316.05	\$3,160.50
Project Manager	28	\$269.85	\$7,555.80
RF Engineer	42	\$299.25	\$12,568.50
RF/Network Field Technician	20	\$260.40	\$5,208.00
TOTAL SECTION A			\$28,492.80

Section B. Compensation and Fee Schedule

Table 1. Pricing Model 1 – Time & Materials Rate per Hours

Required Role	Fee (\$ per hour)
Lead Consultant	\$316.05
Project Manager	\$269.85
RF Engineer	\$299.25

Table 2: Blended Rate

Type	Blended Rate (\$ per hour)
Blended Rate (inclusive of each of the Roles described in Table 1 above)*	\$284.44

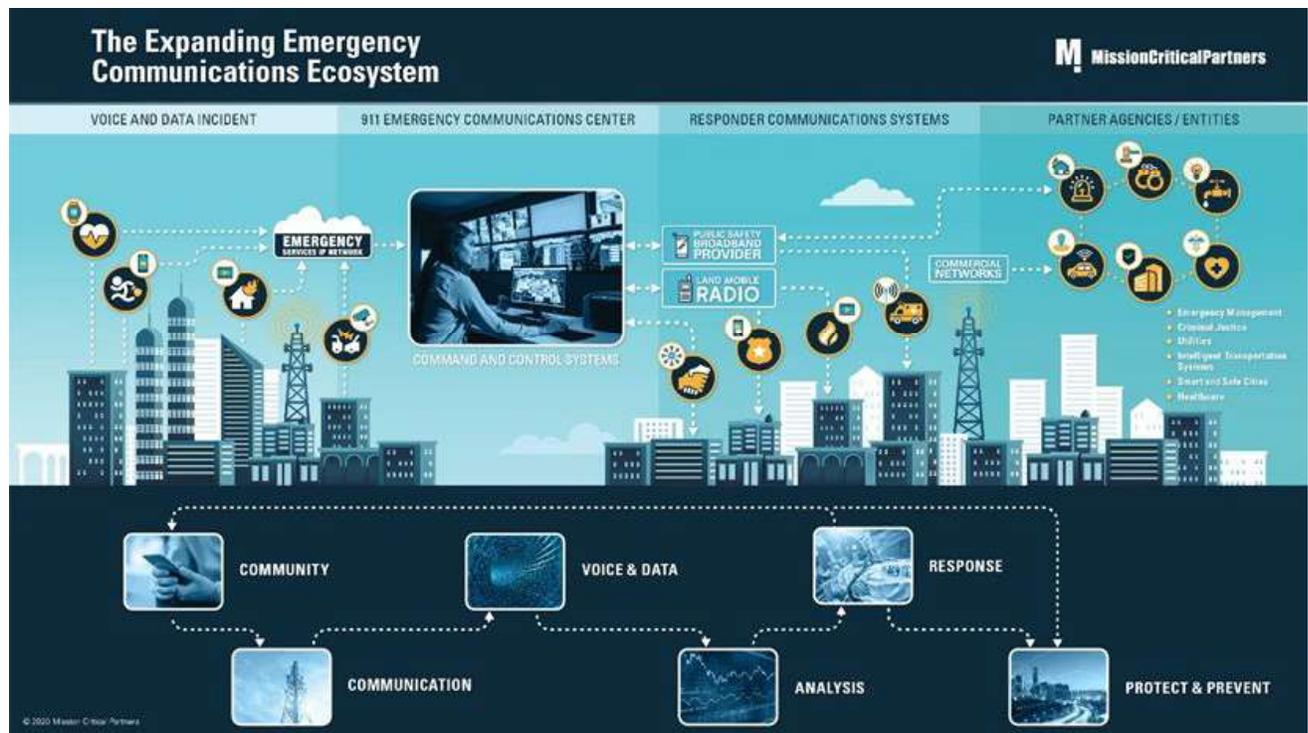
*MCP reserves the right to make an adjustment to the blended rate in the event the City requests additional services or declines proposed personnel.

Appendix A: The Public Safety Ecosystem and MCP Service Offerings

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



MCP can provide the public safety, criminal justice, data integration, network and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.

M MissionCriticalPartners

Service Offerings

MCP specializes in transforming mission-critical networks and operations into integrated ecosystems that improve outcomes in the public safety, courts and corrections, healthcare, transportation, and utility markets.

Consulting

Consultive & Advisory Solutions

Network and 911 Services

Specialties: Next Generation 911, Emergency Services IP Networks, text-to-911, call-handling equipment, cloud applications

- Assessments, procurement and implementation
- Program and project management
- Geographic information systems planning, design, implementation and administrative services

Operations and Facilities Services

Specialties: computer-aided dispatch, records management, mobile data systems, mission-critical facilities

- Facility planning and construction
- Consolidation and shared services
- Strategic and operations consulting
- Training and professional development
- Technology procurement and implementation
- Continuity of operations planning
- Recruiting and hiring support

Wireless Communications Services

Specialties: land mobile radio, broadband, microwave alert and warning systems, fire station alerting systems, FirstNet, bidirectional amplifiers

- Master planning
- Project management
- Technical and operational needs assessments and design
- System procurement and negotiations
- Implementation and construction management
- Testing and validation

Justice, Management, and Technology Services

Specialties: integrated justice, courts, case management, corrections, repositories, and biometric identification systems

- Assessments and data collection
- Strategic planning and governance support
- Business process transformation and systems architecture design
- Financial planning
- Information systems acquisition and procurement
- Implementation and change management support

Cybersecurity & IT

SecureHalo™

Family of Cybersecurity and IT Solutions

- IT and managed security solutions
- Third-party compliance
- Mission-Critical **NetInform**® security and network assessments
- Mission-Critical **NetPulse**® security and network monitoring
- Security training and awareness
- Virtual chief information security officer solutions

Data & Application Integration

DataHalo™

Family of Data Solutions

- **DataLink**™ interface solution: business process mapping and design
- **DataSphere**™ integration solution: planning, governance and architecture of data-sharing initiatives
- **DataScope**™ analytics solution: powered by machine learning and artificial intelligence
- Alternatives to traditional data migration
- Database management
- Software and application development

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:

RFP for Public Safety Communication Consulting Services 10090304-25-S

B. BIDDER/PROPOSER INFORMATION:

Mission Critical Partners, LLC			
Legal Name	Port Matilda	DBA	16870
690 Gray's Woods Blvd., Suite 100		PA	
Street Address	City	State	Zip
John Chiaramonte, President of Consulting Services	(571) 302-0718	(814)	217-6807
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.

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

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

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

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

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

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

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 (5) years, has your firm changed its name?
 Yes **No**

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: _____ State of incorporation: Delaware

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

Type of corporation: C Subchapter S

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

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

Is your firm a publicly traded corporation? Yes No

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

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

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

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

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 01/02/2018 State of formation: Delaware

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

Mission Critical Partners, LLC is owned 100% by MCP Acquisition Corporation

The address is 690 Gray's Woods Blvd., Suite 100, Port Matilda PA 16870.

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: JPMorgan Chase Bank

Point of Contact: Michael Santone

Address: 301 Grant St, Floor 10 Pittsburgh, PA, 15219

Phone Number: (412) 258-9280

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.: B2020015322 Year Issued: 2024

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: City of Austin, Texas

Contact Name and Phone Number: Pushpa Srinivasa, 512.972.3209
Contact Email: Pushpa.Srinivasa@austintexas.gov
Address: 301 W. Second Street Austin, TX
Contract Date: January 1, 2002
Contract Amount: \$ 1,000,000.00
Requirements of Contract: LMR Support, FCC Compliance, Strategic Planning, and Budget Support Motorola SUA/CSP Negotiation

Company Name: City and County of Dallas, TX
Contact Name and Phone Number: CJ Holt, (214) 670-9868
Contact Email: cj.holt@dallascityhall.com
Address: 1500 Marilla St, Dallas, TX 75201
Contract Date: January 1, 2007
Contract Amount: \$ 1,160,376.00
Requirements of Contract: Radio Assessment, Procurement, and Implementation
Company Name: Arizona Department of Public Safety
Contact Name and Phone Number: Patrick Riley, (602) 223-2000
Contact Email: priley@AZDPS.gov
Address: 2222 W. Encanto Blvd., Phoenix AZ 85009
Contract Date: January 1, 2021
Contract Amount: \$ 5,000,000.00
Requirements of Contract: Microwave Implementation Project Management

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

I. BUSINESS REPRESENTATION:

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

Yes **No**

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

Yes **No**

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 09/11/2023.

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.

John Chiamonte, President of Consulting Services



July 30, 2025

Name and Title

Signature

Date

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

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

In reference to Section F, Question 6:

Yes. On July 17, 2023, Bedford County, Pennsylvania, transmitted a notice to Mission Critical Partners stating Mission Critical Partners' completion of services per the project schedule was in breach of contract. Mission Critical Partners identified and communicated that factors impacting the schedule were outside of Mission Critical Partners' control and, in fact, noted that project delays were caused by the County. Following discussions with the County, a contract termination agreement was executed for mutual convenience.

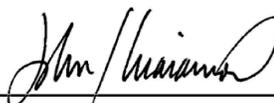
In reference to Section J:

Yes. In 2024, the firm conducted a self-initiated internal audit of Fair Labor Standards Act (FLSA) classifications and identified two instances of employee misclassification that resulted in unpaid overtime. Both cases involved employees incorrectly classified as exempt, leading to overtime hours not being properly compensated. The misclassifications occurred prior to 2024 and were identified and corrected during the audit. Backpay was issued to both employees for the overtime hours worked, and payroll classifications and practices were updated to ensure ongoing compliance. No federal, state, or local agency was involved, and the matter was resolved internally.

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.

John Chiaramonte, President of Consulting Services

Print Name, Title


Signature

July 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 minorities 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 (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business 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
08/24/2023	PA Human Relations Commission	Charge of Discrimination	N	Settled	settled through mediation
09/25/2023	Georgia	Charge of Discrimination	N	Settled	Settled through attorneys represent

Contractor Name: Mission Critical Partners, LLC

Certified By David Niekrasz Title HR Generalist
David Niekrasz Name
 Signature Date 07/17/2025

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: Mission Critical Partners, LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 690 Gray's Woods Blvd, Suite 100

City: Port Matilda County: Centre State: PA Zip: 16870

Telephone Number: (888) 862-7911 Fax Number: (814) 217-6807

Name of Company CEO: Darrin Reilly

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: Professional Consulting and Managed Services Type of License: _____

The Company has appointed: _____

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

Address: 690 Gray's Woods Blvd, Suite 100, Port Matilda PA 16870

Telephone Number: (224) 449-1053 Fax Number: (814) 217-6807 Email: HumanResources@MissionCriticalPartners.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 Mission Critical Partners, LLC

(Firm Name)

Centre, Pennsylvania hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30 day of July, 20.25

David Niekrasz
(Authorized Signature)

David Niekrasz
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Mission Critical Partners, LLC DATE: July 30, 2025

OFFICE(S) or BRANCH(ES): Port Matilda, PA 16870 COUNTY: Centre

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			1			1					25	10		
Professional	1	2	3	3	2	2					49	37		
A&E, Science, Computer														
Technical	1		1	1							24	2		
Sales			1								5	2		1
Administrative Support											4	10		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	2	6	4	3	4	0	0	0	0	107	61	0	1
--------------------	---	---	---	---	---	---	---	---	---	---	-----	----	---	---

Grand Total All Employees 190

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

Disabled											3	6		
----------	--	--	--	--	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

Grand Total All Employees	<div style="border: 2px solid black; width: 150px; height: 20px; margin: 0 auto;"></div>													
----------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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