

February 10, 2026

VIA EMAIL TO: stephanie.niebergall@convergint.com

Ms. Stephanie Niebergall, Account Executive
Convergint Technologies LLC
7323 Engineer Road
San Diego, CA 92111

Reference: Request for Proposal (RFP) No. 10090407-26-P, Airport Access Control System at the Brown Field Municipal Airport (SDM)

Dear Ms. Niebergall:

Subject: Exceptions Letter

Exhibit A, item 2.2. of the subject RFP, states, in pertinent part: “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.”

This letter (“Clarifications and Exceptions Letter”) confirms our agreement to modify the terms of the Contract relating to the above referenced solicitation. The Parties agree as follows:

1. RFP Exhibit C, Section 3.4 Price Adjustments is **modified** to read as follows:

“**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.

Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Contractor’s control, Contractor will assess their impact and submit a formal change order in accordance with

Purchasing & Contracting Department

this section for review. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly but subject to Section 3.1 Amount of Compensation, of the main Contract. The City of San Diego's agreement to the change request will not be unreasonably withheld."

2. Request to modify RFP Exhibit C, Section 13.2 Non-Assignment has been **rejected**.

3. RFP Exhibit C, Section 5.14.2 City Premises is **modified** to read as follows:

"5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises *and while accessing City information systems in furtherance of requested services under this Contract.*"

4. RFP Exhibit C, Section 5.7 Warranties is **modified** to read as follows:

"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 provide 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.

Warranties for Contractor's services and Third-Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergint.com/terms/> and is incorporated by reference in this Contract as set forth herein in full. Additional product safety and service information is available at <https://www.convergint.com/terms/> see IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"

5. Request to modify RFP Exhibit C, Section 7.1 Indemnification has been **rejected**.

6. RFP Exhibit C, Section 7.2.5.1 Additional Insured Status is **modified** to read as follows:

"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. *Additional Insured will be on 20 10 12 19 and 20 37 12 19 forms"*

7. Request to modify RFP Exhibit C, Section 7.3 Self Insured Retentions has been **rejected**.

8. Request to modify RFP Exhibit C, Section 7.5 Verification of Coverage has been **rejected**.

9. RFP Exhibit C, Article VII, Indemnification and Insurance, has **added** section 7.10 to read as

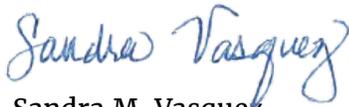
Purchasing & Contracting Department

follows:

“ Notwithstanding anything to the contrary elsewhere in this Contract and to the fullest extent allowed by law, in no event shall either Contractor or City of San Diego be liable under or in connection with this Contract for any special, indirect, incidental, punitive, liquidated or consequential damages, including but not limited to, commercial loss, loss of use or lost profits, even if that party has been advised of the possibility of such damages.”

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,



Sandra M. Vasquez
Supervising Procurement Contracting Officer
Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

CONVERGINT TECHNOLOGIES LLC

By: Larry Hillman
Larry Hillman (Feb 11, 2026 15:05:09 PST)

Name: Larry Hillman

Title: Vice President

Date: 02/11/2026

THE CITY OF SAN DIEGO

By: Claudia Abarca

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: 02/12/2026

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090407-26-P, Airport Access Control System at the Brown Field Municipal Airport (SDM)

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) # 10090407-26-P, Airport Access Control System at the Brown Field Municipal Airport (SDM) (Contractor).

RECITALS

On or about 8/21/2025, 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 plan, design, and implement an access control system at SDM 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 and Federal Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C, and the Federal Aviation Administration (FAA) Requirements, attached hereto as Exhibit D.

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

David Reed, Airports Program Manager
3750 John J. Montgomery Dr., San Diego, CA 92123
858-573-1414
dreed@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$540,000.00.

ARTICLE IV WAGE REQUIREMENTS

4.1 Wage Requirements. This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit E. Whether prevailing wages apply to this contract will depend on whether Contractor's proposal involves "construction, alteration, demolition, installation, or repair work" as those terms are used in section 1720(a)(1) of the California Labor Code. In the event either of the Parties have misunderstood any fact, law, or application of fact-to-law, Contractor agrees to make any affected party, worker, or third-party beneficiary whole under the appropriate governing law(s). By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit E, Wage Requirements if applicable, which is incorporated herein by reference, before commencing Services.

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

Convergint LLC

Proposer

7323 Engineer Road,

Street Address

San Diego, CA 92111

City

503-349-7241

Telephone No.

larry.hillman@convergint.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name: **Claudia Abarca**

Director, Purchasing & Contracting Department

02/12/2026

Date Signed

BY:



Larry Hillman (Feb 11, 2026 15:05:09 PST)

Signature of
Proposer's Authorized
Representative

Larry Hillman

Print Name

Vice President

Title

02/11/2026

Date

Approved as to form this 12th day of
February _____, 20 26.

HEATHER FERBERT, City Attorney



BY: Brian Byun (Feb 12, 2026 09:26:07 PST)

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Certification of Compliance with FAA Buy American Preference - Equipment / Building Projects

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

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

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

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

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

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

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

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

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

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

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

B. PRICING

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

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

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

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

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 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. 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects 4. Risk Profile (e.g. exception requests).	25
B. Staffing Plan. 1. Qualifications of personnel adequate for requirement 2. Availability/Geographical location of personnel for required tasks 3. Clearly defined Roles/Responsibilities of personnel	25
C. Contractor's Capability to provide the services and expertise and Past Performance. 1. Relevant experience of the Contractor and subcontractors 2. Previous relationship of Contractor and subcontractors on similar projects 3. Past/Prior Performance with airport projects of similar type, size, and complexity as SDM. 4. Understanding of FAA, state and local regulations related to planning, design, and construction processes for airport projects. 5. Project Manager experience relevant to this type of work, size of airport, type of airport and regional construction trends. 6. Experience and certifications of team members in relation to airport security systems and related infrastructure 7. Working relationship with federal, state and local agencies such as the FAA Airport District Office, California State Division of Aeronautics, and City of San Diego Departments, etc. 8. Other pertinent experience 9. Capacity/Capability to meet The City of San Diego needs in a timely manner 10. Reference checks	40
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

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

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

F. SUBMITTALS REQUIRED UPON NOTICE 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 Article VII of the General Contract Terms and Provisions.

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

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

4. Reserved.

5. Reserved.

G. 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.

H. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.

1. **Title VI Solicitation Notice.** The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
2. **Buy American Preference.** All bidders or offerors must certify that their bids/offers are in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

3. **Title VI Solicitation Notice.** The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency),

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States

RFP – Goods, Services, & Consultants

Revised: November 8, 2016

OCA Document No. 841661_3

creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

4. **Solicitation (DBE Contract Goal).** The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
 - b. A description of the work that each DBE firm will perform;
 - c. The dollar amount of the participation of each DBE firm listed under (a);
 - d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the Owner's project goal;
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
 - f. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
5. **Solicitation (Race / Gender Neutral Means).** The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of San Diego to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Certification of Compliance with FAA Buy American Preference –

Equipment / Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as nondomestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND

The City of San Diego (City) Economic Development Department (Department) requires an airport access control system for the planning, design, and implementation of an access control system at the Brown Field Municipal Airport (SDM).

The Department will be funding this project by a combination of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants and Airport Revenue. Contractor shall be familiar with comprehensive full-service airport related security systems consulting experience including planning, design and installation administration capability. Contractor selection will follow FAA Advisory Circular (AC) 150/5100-14E "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects."

B. SPECIFICATIONS

1. Contractor shall perform a site evaluation to determine existing access control devices to replace and/or upgrade equipment consisting of six (6) vehicle gates and nine (9) pedestrian gates.
2. Contractor shall purchase and perform installation of upgrades or replacement of existing access control equipment at existing gates and doors selected.
3. Contractor shall provide, but not limited to the following:
 - a. Design Access Control System
 - b. Install wireless radio network for communication to main terminal building
 - c. Install conduit installation at each vehicle gate, pedestrian gate and at main terminal building
 - d. Install PoE network switches (unmanaged in field, managed switch at main terminal building)
 - e. Install rack in the terminal building IT closet
 - f. Install server rack and CPU at City operations office in the terminal building
 - g. Provide 2000 Proximity Style Cards with internal card numbers
 - h. Provide secured gate clickers for City vehicles only
4. Capabilities and scalability of the access control system:
 - a. Badge design and printing support (using third party badge printer)
 - b. Event logging per individual
 - c. Ability through either email or SMS to notify specified user(s) of critical system events (door/gate control failure, tampering, etc.)
 - d. Ability through either email or SMS to notify specified administrator(s) of events triggered by designated individual users.
 - e. Ability to access using mobile client or mobile device to revoke access both on and off site at any time and to trigger a door/gate to open or close.

- f. Ability to lock down a group of gates or doors with minimal steps during an incident or emergency.
- g. Ability to allow authorized users access during lock down events.
- h. Capability to add additional doors and gates on demand as deemed necessary by the City in the future.
- i. Two-factor authentication access control (Card with PIN verification)
- j. Reports with customized information fields (examples: employer, sponsored by, leased space, other as needed).

5. Support and Maintenance

- a. Contractor shall provide non-routine maintenance and support of all components identified using appropriately trained and certified service technicians.
- b. Contractor shall provide onsite and telephone support twenty-four hours a day, seven days a week. At minimum, Contractor shall provide a call back time of 30 minutes.
- c. Spare parts shall remain in stock and available; Contractor shall utilize replacement parts from spare parts inventory and replace inventory within five business days.
- d. Contractor shall provide, upon request, a detailed description of support offered, and the average response time for a support request.
- e. Contractor shall provide the length of the hardware warranty.

6. Installation and Configuration

- a. Contractor shall provide estimated required internet bandwidth.
- b. Contractor shall provide the hardware or software brand(s) used.
- c. Contractor shall provide a statement demonstrating status as an authorized seller or partner of the proposed solution.
- d. Contractor shall provide required space in communications/server room.
- e. Contractor shall provide estimated time to install.
- f. Contractor shall provide recommended time for training.

7. Planning and Design Review

- a. Contractor shall participate in the City's IT governance process, including, but not limited to, participating in the City's IT Planning and Design reviews.
- b. As part of the governance process, Contractor shall provide planning documentation (project schedule, communications plan, list of roles and responsibilities, risk/mitigation registry, etc.) and design documentation (infrastructure diagram, process design diagram, data flow diagram, integration diagram, etc.) to demonstrate that the proposed solution conforms with IT City Standards.
- c. Successful completion of the Planning and Design gates is required before the solution may be deployed.

For additional information on IT City Standards, see Exhibit G- IT City Standards and Technical Alignment.

8. Project Management

The Contractor shall assign a certified or qualified Project Manager to ensure timely and successful project delivery.

- C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.** Services as defined in Exhibit B. Scope of Services that respondent cannot provide and intends to subcontract, must provide subcontractor information with submittal on the Contractor Standards Pledge of Compliance form. **If a subcontractor is providing services subject to wage requirements as defined in Exhibit A, both Primary and subcontractor must meet the wage requirements and submit the following information:**

	Registration No.	Expiration Date	Name
DIR Registration No.			
Subcontractor's DIR Registration No.			

- D. LICENSES.** To perform the work described in this solicitation, proposers must hold either a current C-10, C-7 or C-28, State Contractor's License.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: No.:		
	Class: No.:		
	Class: No.:		

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing **at least seven (7) days prior to the bid closing**. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

E. MINIMUM QUALIFICATIONS

To meet minimum qualifications, participating Contractors or individuals must demonstrate the following experience as, and knowledge of, including but not limited to, the following:

- a. Pertinent FAA Advisory Circulars
- b. FAA Regulations, Policies & Procedures for Construction on Airports
- c. Project Programming and Scoping
- d. Design and Construction Document Preparation
- e. Cost Estimating
- f. Constructability Reviews

- F. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

- G. PRICE SCHEDULE.** Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Exhibit F – Price Proposal. The Price Proposal must be completed in its entirety. Only the City's Price Proposal will be accepted. Any deviations from the Price Proposal may be considered non-responsive and unacceptable.

Attachment 1 – Airport Access Gates at Brown Field Airport



EXHIBIT C



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

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

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

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

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

**ARTICLE II
CONTRACT ADMINISTRATOR**

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL AVIATION ADMINISTRATION (FAA) REQUIREMENTS

The City of San Diego (referred to herein alternatively as the City, the Owner, or the Sponsor) has agreed to receive financial assistance from the Federal Government for this project under the Grant Agreement for Airport Improvement Program (AIP) Project No. 3-06-0213-025-2024 at Brown Field Municipal Airport. The following requirements are conditions of the receipt of financial assistance from the United States Federal Aviation Administration (FAA). The firm contracting with the City (Contractor) shall comply with all of the following requirements. If there are other provisions in the Contract Documents that address the same subjects as this Exhibit, Contractor shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City’s eligibility to receive financial assistance.

1. **Access to Records and Reports.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.** The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

a. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	16.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

c. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **California, County of San Diego, City of San Diego**.

3. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

a. City will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. City reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the Contractor must correct the breach. City may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the City's notice.

b. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

5. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following

non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 6.1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 6.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 6.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 6.4 **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 6.5 **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6.6 **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 6.1 through 6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the

United States to enter into the litigation to protect the interests of the United States.

7. Clean Air and Water Pollution Control. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

8. Contract Workhours and Safety Standards Act Requirements. This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

8.1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

8.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

8.3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

8.4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 8.1 through 8.4 of this clause.

9. Copeland “Anti-Kickback” Act. This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles).

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. Davis-Bacon Requirements. This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles).

10.1 Minimum Wages.

- i. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination

(including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 10.1(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly

cash equivalent thereof.

- iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 10.2 Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 10.3 Payrolls and Basic Records.
- i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for

submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- iii. The Contractor or subcontractor shall make the records required under paragraph 10.3(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

10.4 Apprentices and Trainees.

- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full

amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

10.5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

10.6 Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses

contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

10.7 Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

10.8 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

10.9 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10.10 Certification of Eligibility.

- i. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. Certification of Contractor Regarding Debarment. By signing this Agreement, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. Certification of Lower Tier Contractors Regarding Debarment. The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

1. Checking the System for Award Management at website:

<http://www.sam.gov>.

2. Collecting a certification statement similar to the “Certification of Contractor Regarding Debarment”, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

14. Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of San Diego. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

15. Termination of DBE Subcontracts. The prime contractor must not terminate a DBE subcontractor listed in response to Section 2.4 of the City’s Request for Proposals (or an approved substitute DBE firm) without prior written consent of the City. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the the City. Unless the City’s consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City may provide such written consent only if the City agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

16. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

18. Equal Opportunity Clause. This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. Standard Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does

not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female

referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the

Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

20. Federal Fair Labor Standards Act. All subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets

minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

21. Certification Regarding Lobbying. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

22. Prohibition of Segregated Facilities.

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies

or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

23. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

24. Procurement of Recovered Materials. Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

25. Seismic Safety. The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

26. Trade Restriction Certification. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

27. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference

to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

28. Certification Regarding Domestic Preferences for Procurements. The Contractor certifies by signing this Agreement that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Director, Purchasing & Contracting of the Local Agency of CITY OF SAN DIEGO, and that the contracting firm of CITY OF SAN DIEGO, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be furnished to the Federal Aviation Administration (FAA) in connection with this Agreement involving participation of FAA funds, and is subject to applicable State and Federal laws, both criminal and civil.

02/12/2026
(Date)


(Signature)

Certification of Contractor | Attachment 2

ATTACHMENT 2

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY that I am the General Manager and duly authorized representative of the firm of Convergent Technologies, whose address is 7323 Engineer Road, San Diego, CA 92111

and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the Federal Aviation Administration (FAA) in connection with this Agreement involving participation of FAA funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/14/2025

(Date)

(Signature)

David W. Mannlein

Digitally signed by David W. Mannlein
DN: cn=DW,
e=david.mannlein@convergent.com,
o=Convergent Technologies,
ou=Business Development,
cn=David W. Mannlein
Reason: I agree to the terms defined
by the placement of my signature on
this document
Date: 2025.09.14 08:12:33-0700

Certification of Offeror | Attachment 3

ATTACHMENT 3

Certification of Offeror / Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If the applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the City about its tax liability or conviction to the City, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

9/14/2025

(Date)

(Contractor's Signature) David W. Mannlein



EXHIBIT E

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Office of Labor Standards and Enforcement. In addition to the DIR, prevailing wage requirements under this contract are also enforced by the City of San Diego's

Compliance Department's Office of Labor Standards and Enforcement (OLSE) Prevailing Wage Program. Contractors and subcontractors are required to comply with all compliance audits and violation notices issued by OLSE. Failure to comply may result in civil penalties, filing a complaint with the Department of Industrial Relations, and/or recommendation for debarment under the San Diego Municipal Code.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of

subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.



The City of San Diego

Airport Access Control System at the Brown Field
Municipal Airport (SDM)

Due Date: October 7, 2025

convergent

Stephanie Niebergall

Account Executive

COVER LETTER

October 7, 2025

Paige Spounias-Flynn
Senior Procurement Contracting Officer
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101

Subject: RFP No. 10090407-26-P – Airport Access Control System at the Brown Field Municipal Airport (SDM)

Convergint Technologies LLC (Convergint) is pleased to submit our proposal in response to the City of San Diego's (City) Request for Proposal (RFP) for an airport access control system (ACS) at SDM. To enhance security and modernize infrastructure at SDM, the City seeks a qualified partner to implement a new ACS that upgrades or replaces existing gates and entry points, ensuring compliance with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) standards.

Convergint is uniquely positioned to deliver this project with a scalable, reliable, and future-ready solution that enhances safety, strengthens resiliency, and supports operational growth. Convergint brings proven aviation expertise, with experience delivering access control solutions at more than 70 airports worldwide. Supported by our San Diego-based Convergint Technology Center (CTC) and a global team of over 11,000 colleagues, we combine local responsiveness with global resources to ensure dependable delivery and long-term support for the City.

Convergint, in collaboration with our technology partner Genetec™ and our certified woman-owned business subcontractor, Southland Electric Inc. (Southland), will deliver the City a fully compliant, secure, and future-ready access control solution. This partnership ensures the City receives a system that improves operational efficiency, enhances compliance, and provides lasting value.

Our proposal has been organized in full compliance with the RFP's structure, including all required forms, as well as the separately submitted Exhibit F, Price Proposal. We appreciate the opportunity to demonstrate our technical approach, aviation experience, and commitment to partnership with the City.

Thank you for considering Convergint. We look forward to the opportunity to collaborate with the City to strengthen airport security and operations at SDM. For further information, please contact Stephanie Niebergall at (503) 349-7241 or Stephanie.Niebergall@convergint.com.

Sincerely,



David Mannlein | General Manager | Convergint



TAB A – SUBMISSION OF INFORMATION AND FORMS

Convergint has included all required forms, certifications, and documentation under Tab A, Submission of Information and Forms, in full compliance with the RFP requirements. This ensures the City can quickly validate Convergint's eligibility and compliance, streamlining the evaluation and contract award process.

2.1 CONTRACT SIGNATURE PAGE

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

Convergent Technologies LLC
Proposer

BY:

7323 Engineer Road
Street Address

Print Name: _____

San Diego
City

Title

858-874-1914
Telephone No.

Date Signed

stephanie.niebergall@convergent.com
E-Mail

BY: David W. Mannlein



Approved as to form this ____ day of

_____, 20____.

HEATHER FERBERT, City Attorney

Signature of
Proposer's Authorized
Representative

David Mannlein
Print Name

BY: _____
Deputy City Attorney

General Manager
Title

9/14/2025
Date

2.2 REQUESTED EXCEPTIONS

Convergent respectfully submits the following proposed contract changes in direct response to Section 2.2 of the RFP, providing the required factual and legal justification for exceptions to the Scope of Work, Contract, or Exhibits.

Tab A. Proposed changes to the resulting contract between the City of San Diego and Convergent (“Contractor”) for Request for Proposal (RFP) for Airport Access Control System at Brown Field Municipal Airport (SDM) Solicitation Number: 10090407-26-P.

Justification: These changes will bring the agreement compliant with Contractor’s risk profile.

1. Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the course of the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Contractor’s control, Contractor will assess their impact and submit a formal change order for review. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly. The City of San Diego’s agreement to the change request will not be unreasonably withheld
2. Notwithstanding anything to the contrary, this Agreement may be assigned by either party, without notice or consent, to an affiliate of the party or in connection with a change of control, merger, reorganization, acquisition, sale of a majority of the equity interests of the party, or a sale of a majority of the assets of the party to which this Agreement relates
3. Contractor is not the manufacturer or developer (“OEM”) of any products (“Third Party Products”) delivered or serviced by Contractor which may be subject to a separate end user license agreement or other term and conditions which are not supplemented or replaced by any agreement with Contractor. Except as expressly provided herein, Contractor makes no representations, warranties, or guarantees regarding Third Party Products and is not responsible or liable for harms, losses, or damage caused by such Third Party Products, including in relation to performance, defects, failures, outages, information security, or compliance with applicable laws, rules, or regulations. If applicable based on the requested services, Contractor may access City of San Diego’s information systems. Contractor is not responsible for losses or harm caused by following City of San Diego’s instructions or by third party or City of San Diego-specified remote access software. Products and services provided by Contractor are intended to help reduce risks to security and safety but cannot guarantee security or safety. City of San Diego remains responsible for its overall security and safety, and shall comply with all applicable laws, rules, and regulations in its use of the products and services.
4. Warranties for Contractor’s services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/> and is incorporated by reference in this Addendum as if set forth herein in full Contractor provides additional product safety and service information at <https://www.convergent.com/terms/> (see “IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION”), which it encourages City of San Diego to review prior to use.
5. Notwithstanding anything to the contrary in the Agreement, Contractor’s indemnity, defense and hold harmless obligations under the Agreement shall only apply third-party claims (i) to the extent caused by its negligence; or (ii) for intellectual property infringement related to unaltered work product created by Contractor, subject to the Limitation of Liability clause of this Agreement,

6. Contractor shall maintain the insurance coverage and deductibles-SIRs reflected on its standard certificate of insurance and supporting documentation, which is available upon request. Additional Insured will be on 20 10 12 19 and 20 37 12 19 forms. The insurance policy limits for any of the coverages required by this Agreement may be procured and maintained in the form of both primary and umbrella liability policies. Copies of policies cannot be provided.

7. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER CONTRACTOR OR CITY OF SAN DIEGO BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CONTRACTOR EXCEED 100% OF THE FEES IN THIS AGREEMENT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY.

8. Notwithstanding anything to the contrary contained herein, in the event such damages are due to delay are assessed by Owner, Convergint shall be liable only to the extent such damages are caused by Convergint's delay and shall be liable only for the lesser of one percent (1%) of the contract price per day of late completion or ten percent (10%) of the contract price in aggregate. These liquidated damages represent Owner's and Customer's sole and exclusive remedy, and Convergint's sole liability for Convergint's delay under this Agreement

2.3 THE CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE FORM

**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 10090407-26-P - Airport Access Control System at the Brown Field Municipal Airport (SDM)

B. BIDDER/PROPOSER INFORMATION:

Convergint Technologies LLC		Convergint	
Legal Name		DBA	
7525 Engineer Road	San Diego	CA	92111
Street Address	City	State	Zip
Stephanie Niebergall, Account Executive	(503) 349-7241	N/A	
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.

**City of San Diego
RFP 10090407-26-P**

** 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.

Stephanie Niebergall	Account Executive
Name	Title/Position
San Diego, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Business Development	
Interest in the transaction	

Alyssa Mathes	Aviation Strategic Account Manager
Name	Title/Position
Seattle, WA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Business Development	
Interest in the transaction	

Christian Santlaska	Aviation operations Manager
Name	Title/Position
Palm Springs, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Business Development	
Interest in the transaction	

Jeff Smith	San Diego Operations Manager
Name	Title/Position
San Diego, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Business Development	
Interest in the transaction	

David Mannheim	General Manager
Name	Title/Position
San Diego, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Business Development	
Interest in the transaction	

Brian Lipscomb	Director of Business Development
Name	Title/Position
Orange County, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Business Development	
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: _____

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

Type of corporation: C Subchapter S

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

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

**City of San Diego
RFP 10090407-26-P**

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: 05/25/2001 State of formation: Delaware

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

DG Investment Intermediate Holdings 2, Inc. 100% of Converjnt.

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: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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.: B2018007767 Year Issued: 2025

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

Company Name: Sempra Energy / SDG&E

Contact Name and Phone Number: Jerry Cook (619-403-2983)
Contact Email: JCook1@Sempra.com
Address: Available upon request
Contract Date: January 1, 2019 Present
Contract Amount: \$ 80,000,000.00 +
Requirements of Contract: Please see Attachment A for full details

Company Name: Long Beach Airport
Contact Name and Phone Number: Scott Korobkin (562-570-2667)
Contact Email: scott.korobkin@longbeach.gov
Address: 4100 Donald Douglas Drive, Long Beach, CA 90808
Contract Date: January 1, 2016 Present
Contract Amount: \$ 7,000,000.00 +
Requirements of Contract: Please see Attachment A for full details

Company Name: Evansville Regional Airport
Contact Name and Phone Number: Jason Gillett (812-421-4402)
Contact Email: jgillett@flyevv.com
Address: 7801 Business Drive, Evansville, IN 47725
Contract Date: January 1, 2021 Present
Contract Amount: \$ 250,000.00 +
Requirements of Contract: Please see Attachment A for full details

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: Southland Electric

Address: 4950 Greencraig Lane, San Diego, CA 92123

Contact Name: Derek Spiker Phone: (858) 634-5050 Email: dereks@southlandelectricinc.com

Contractor License No.: 354236 DIR Registration No.: 1000000060

Sub-Contract Dollar Amount: \$ 0.00 (per year) \$ 315,445.00 (total contract term)

Scope of work subcontractor will perform: Trenching, conduit install, high-voltage work

Identify whether company is a subcontractor or supplier: Subcontractor

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

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

Company Name: _____

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 manner 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 _____.

City of San Diego
RFP 10090407-26-P

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.

David Mannlein, General Manager

David W. Mannlein

10/01/2025

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.

Requirements of Contract (refer to 7. Performance References):

1. Sempra Energy / SDG&E

Requirements of Contract: Multiple Multi Year Service Contracts to design, install, and service highly integrated security systems across Sempra's large-scale, multi-site enterprise environments. As a trusted partner of Sempra, we have a dedicated project team that handles all aspects of their security infrastructure.

2. Long Beach Airport

Requirements of Contract: Multiple Multi Year Service Contracts to include replacing video management and access control systems with a Genetec Unified System as well as maintain these systems.

3. Evansville Regional Airport

Requirements of Contract: Multiple Projects, utilizing Sourcewell a cooperative purchasing vehicle, to fully replace their existing ACS and VMS with a Genetec Unified System to support future growth.

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.

David Mannlein, General Manager

Print Name, Title

David W. Mannlein

Signature

10/1/2025

Date



Southland Electric, Inc. – Women Business Enterprise (WBE) Certificate

As identified in Section K of the Contractor Standards Pledge of Compliance, Convergint is including proof of our subcontractor’s WBE certification to ensure participation credit. Southland is a certified WBE in the State of California, and its certificate is provided below for the City’s review.



2.4 EQUAL OPPORTUNITY CONTRACTING FORMS

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

Equal Opportunity Contracting
Goods, Services, & Consultant RFP
Revised 1/1/2016
OCA Document No. 1208380

Page 4

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
N/A					

Contractor Name: Convergent Technologies LLC

Certified By David Mannlein Title General Manager

Name

Date 9/14/2025



 David W. Mannlein

 Signature

Equal Opportunity Contracting
 Sole Source Contracts, Cooperative Procurement Contracts
 Goods/Services Contracts Under \$150,000
 Revised 1/1/16
 OCA Document No. 1208377



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: Convergent Technologies LLC

ADA/DBA: Convergent

Address (Corporate Headquarters, where applicable): 2000 Center Drive, Suite A315

City: Hoffman Estates County: Cook County State: IL Zip: 60192

Telephone Number: 547-620-5000 Fax Number: N/A

Name of Company CEO: Ann Fandozzi

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

Address: 7323 Engineer Road

City: San Diego County: San Diego County State: CA Zip: 92111

Telephone Number: 858-874-1914 Fax Number: N/A Email: 604sales@convergent.com

Type of Business: Security Service Integrator Type of License: C-10

The Company has appointed: Laura Sheehan

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: 2000 Center Drive, Suite A315, Hoffman Estates, IL 60192

Telephone Number: 703-987-8457 Fax Number: N/A Email: laura.sheehan@convergent.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 Convergent Technologies LLC
(Firm Name)

San Diego County, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20. 25

David W. Mannlein
Digitally signed by David W. Mannlein
DN: cn=David W. Mannlein, email=dmannlein@convergent.com, o=Convergent Technologies,
ou=Business Development, c=United States

(Authorized Signature)

David Mannlein

(Print Authorized Signature Name)

**City of San Diego
RFP 10090407-26-P**

WORK FORCE REPORT – Page 2

NAME OF FIRM: Converjint Technologies LLC

DATE: N/A

OFFICE(S) or BRANCH(ES): CTC 604 - San Diego

COUNTY: San Diego 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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												3	1		
Professional			1		2							1	1		
A&E, Science, Computer															
Technical	1		9									8		2	
Sales			2										1		
Administrative Support				1	1	1						1	4		
Services															
Crafts			3				1					3			
Operative Workers															
Transportation															
Laborers*			1												

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

Totals Each Column	1	0	16	1	3	1	1	0	0	0	0	16	7	2	0
--------------------	---	---	----	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 48

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

Disabled	N/A														
----------	-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors	N/A														
Volunteers															
Artists															

**City of San Diego
RFP 10090407-26-P**

WORK FORCE REPORT – Page 3

NAME OF FIRM: Convergent Technologies LLC

DATE: N/A

OFFICE(S) or BRANCH(ES): CTC 604 - San Diego

COUNTY: San Diego 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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	N/A													
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

2.5 LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE



**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Convergint Technologies LLC
 Company Address: 7323 Engineer Road, San Diego, CA 92111
 Company Contact Name: Stephanie Niebergall Contact Phone: 503-349-7241

CONTRACT INFORMATION

Contract Number (if no number, state location): 10090407-26-P Start Date: TBD
 Contract Title or description: Airport Access Control System at the Brow End Date: TBD
 Purpose/Service Provided: Access control upgrades and service/maintenance

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

David Mannlein

General Manager

Name of Signatory

Title of Signatory

David W. Mannlein

9/14/2025

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: 10090407-26

LWP-003 (rev. 05/14/2025)

2.6 LICENSES AS REQUIRED IN EXHIBIT B

Convergint, together with our subcontractor Southland, holds the required California contractor's licenses necessary to perform the work described in this solicitation, as summarized in the chart below.

D. LICENSES			
	LICENSE NUMBER	EXPIRATION DATE	NAME
STATE OF CALIFORNIA CONTRACTOR'S LICENSE	Class: C-10 No.: 986407	8/31/2027	Convergint Technologies LLC
	Class: C-10 B No.: 354236	8/31/2027	Southland Electric Inc.



2.7 CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

Certification of Compliance with FAA Buy American Preference – Equipment / Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as nondomestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the

overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

10/01/2025
Date

Convergint Technologies, LLC
Company Name

David W. Mannlein

Signature

David Mannlein, General Manager
Title

Digitally signed by David W. Mannlein
DN: c=US, e=david.mannlein@convergint.com,
o=Convergint Technologies, ou=Business
Development, cn=David W. Mannlein
Reason: I agree to the terms defined by the
place next of my signature on this document
Date: 2025.10.01 04:57:19 -0700

2.8 ADDITIONAL INFORMATION AS REQUIRED IN EXHIBIT B

C. Department of Industrial Relations (DIR) Registration Number.

Convergint is registered with the California Department of Industrial Relations (DIR), and our registration number is provided in the chart below. For this project, we will partner with Southland as our subcontractor; its current DIR registration details are also included to demonstrate full compliance with the RFP requirements.

C. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER			
	REGISTRATION NO.	EXPIRATION DATE	NAME
DIR REGISTRATION NO.	1000002787	6/30/2027	Convergint Technologies LLC
SUBCONTRACTOR'S DIR REGISTRATION NO.	1000000060	6/30/2028	Southland Electric Inc.

E. Minimum Qualifications

Convergint meets and exceeds the minimum qualifications outlined in Exhibit B, Scope of Work. More importantly, Convergint's depth of expertise, proven track record at over 70 airports worldwide, and local San Diego resources ensure that the City will not only receive a compliant solution but also one (1) that delivers long-term value. By leveraging our knowledge of FAA and TSA standards, our disciplined design and construction practices, and our transparent cost and constructability reviews, the City benefits from reduced risk, predictable project outcomes, and a scalable system aligned with future growth at SDM.

a. Pertinent FAA Advisory Circulars

Convergint brings deep expertise in aviation security standards and regulatory frameworks, including those established by the FAA. Our Aviation Team remains current with FAA Advisory Circulars to ensure all solutions are designed and implemented in full compliance. This ensures the City's new ACS is fully compliant from day one (1), reducing approval delays and long-term regulatory risks.

b. FAA Regulations, Policies & Procedures for Construction on Airports

Convergint consistently delivers projects that meet or exceed all applicable federal requirements, including those set forth by the FAA and TSA. Our experience operating within active aviation environments ensures regulatory alignment across all phases of the project. This gives the City confidence that project delivery will be seamless, safe, and accepted under strict federal oversight.

c. Project Programming and Scoping

Convergint has successfully delivered integrated security solutions for more than 70 airports and 10 commercial air carriers worldwide. Our experience at complex airport facilities such as Palm Springs International Airport (PSP), Long Beach Airport (LGB), Redmond Municipal Airport (RDM), Dallas Love Field (DAL), and Tampa International Airport (TPA) demonstrates our ability to program and scope projects that address both immediate and long-term security needs.

These aviation projects showcase Convergint's proven ability to plan, design, and implement scalable access control and credentialing systems within active airport environments, all while operating under stringent regulatory oversight. This means the City receives a solution that not only solves today's requirements but also scales to support future airport growth and evolving security needs.

d. Design and Construction Document Preparation

The projects listed in our above response highlight Convergint's ability to manage end-to-end delivery, including assessment, design, construction documentation, installation, testing, and credentialing. Our documentation approach emphasizes clarity, scalability, and lifecycle alignment with airport operations. This ensures the City has clear, accurate records to streamline reviews, approvals, and long-term system maintenance.

e. Cost Estimating

Through decades of aviation work, Convergint has refined our ability to deliver accurate, transparent cost estimates that support customer decision-making and protect long-term investment value. Our manufacturer-agnostic approach ensures competitive pricing across proven technologies. This reduces the City's risk of cost overruns while guaranteeing the best value over the system's life.

f. Constructability Reviews

Convergint regularly performs constructability reviews to validate design feasibility, mitigate risks, and ensure smooth implementation in live airport environments. This proactive process minimizes operational impact and ensures that systems are resilient, scalable, and prioritize passenger safety. This helps the City avoid costly delays, reduce disruptions to airport operations, and deliver a system that performs reliably under real-world conditions.

Required Certifications

Certification of Local Agency | Attachment 1

ATTACHMENT 1

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the General Manager of the Local Agency of Convergent Technologies, and that the contracting firm of City of San Diego or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be furnished to the Federal Aviation Administration (FAA) in connection with this Agreement involving participation of FAA funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/14/2025

(Date)

(Signature)

David W. Mannlein

Digitally signed by David W. Mannlein
DN: cn=US,
E=David.Mannlein@convergent.com,
O=Convergent Technologies,
OU=Business Development,
CN=David W. Mannlein
Reason: I agree to the terms defined
by the placement of my signature on
this document
Date: 2025.09.14 09:15:21-0600

Certification of Contractor | Attachment 2

ATTACHMENT 2

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY that I am the General Manager and duly authorized representative of the firm of Convergent Technologies, whose address is 7323 Engineer Road, San Diego, CA 92111

and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the Federal Aviation Administration (FAA) in connection with this Agreement involving participation of FAA funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/14/2025

(Date)

(Signature)

David W. Mannlein

Digitally signed by David W. Mannlein
DN: cn=DW,
e=david.mannlein@convergent.com,
o=Convergent Technologies,
ou=Business Development,
cn=David W. Mannlein
Reason: I agree to the terms defined
by the placement of my signature on
this document
Date: 2025.09.14 09:12:53-0700

Certification of Offeror | Attachment 3

ATTACHMENT 3

Certification of Offeror / Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If the applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the City about its tax liability or conviction to the City, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

9/14/2025

(Date)

(Contractor's Signature) David W. Mannlein





TAB B – EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

Convergint has provided our executive summary, detailed responses to all specifications outlined in Exhibit B, Scope of Work, and complete responses to each evaluation criterion as defined in the RFP.

This section enables the City to quickly confirm compliance while clearly seeing how Convergint's approach delivers measurable benefits, including enhanced security, reduced project risk, and long-term system sustainability.



2.10 TITLE PAGE

Project

Airport ACS at SDM

RFP Solicitation Number

RFP No. 10090407-26-P

Due Date

October 7, 2025

Submitted to

City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101

Submitted by

Convergint Technologies LLC

Account Executive Contact

Stephanie Niebergall, Account Executive
stephanie.niebergall@convergint.com
(503) 349-7241

2.11 TABLE OF CONTENTS

Cover Letter 2

Tab A – Submission of Information and Forms 3

 2.1 Contract Signature Page 4

 2.2 Requested Exceptions 5

 2.3 The Contractor Standards Pledge of Compliance Form 7

 2.4 Equal Opportunity Contracting Forms 20

 2.5 Living Wage Ordinance Certification of Compliance 32

 2.6 Licenses as Required in Exhibit B 33

 2.7 Certification of Compliance with FAA Buy American Preference 34

 2.8 Additional Information as Required in Exhibit B 37

Tab B – Executive Summary and Responses to Specifications 42

 2.10 Title Page 43

 2.11 Table of Contents 44

 2.12 Executive Summary 45

 2.13 Proposer’s Response to the RFP 46

Tab C – Cost/Price Proposal 86

2.12 EXECUTIVE SUMMARY

The City operates SDM, an important general aviation facility. To enhance security and modernize infrastructure, the City seeks a qualified partner to implement a new airport ACS that upgrades existing gates and entry points. Convergent is uniquely positioned to deliver this program. Our aviation-focused, turnkey, design-build approach combines technical expertise, responsive service, and a deep understanding of airport operations. With **over 24 years of experience implementing complex security programs across mission-critical environments, including airports**, transit hubs, and education systems, the City can rely on Convergent for a scalable, future-ready solution that strengthens security, reduces risk, and supports operational growth. Convergent's proven expertise ensures that the City receives a dependable, compliant system that protects critical infrastructure and supports safe, efficient airport operations.

Understanding the City's Needs | The City's objective is to plan, design, and implement a modern ACS at SDM by upgrading or replace six (6) vehicle and nine (9) pedestrian gates, installing a communications network back to the main terminal, and deploying an advanced, scalable ACS with features such as event notifications, lockdown capabilities, and two (2) factor authentication. The system must support future expansion, provide continuous 24-hour operational support onsite and by telephone, and comply with FAA and TSA standards. Convergent is fully equipped to meet these requirements with proven aviation expertise and local delivery. Our approach aligns with the City's goals of improving security, ensuring regulatory compliance, and maintaining continuous airport operations.

Our Approach to the Project | As the integrator, Convergent's role is to evaluate SDM's environment and goals, then design and implement the most scalable, reliable, and cost-effective solution. While the specification calls for a wireless mesh network, Convergent recommends a predominantly hard-wired infrastructure for long-term reliability and reduced maintenance. For the farthest vehicle and pedestrian gates, where trenching and infrastructure would be impractical, Convergent proposes installing a pole-mounted wireless transmitter, paired with a receiver at the nearest gate. All other locations will be hard-wired with the necessary infrastructure for power and network. **Convergent's hybrid design maximizes uptime, lowers maintenance costs, and future-proofs the system while minimizing operational disruption.**

Additionally, Convergent's design anticipates future integration with closed-circuit television (CCTV) systems. The proposed intermediate distribution frame (IDF) server is built to scale, and each gate location will be provisioned with infrastructure to support video surveillance if desired later. The chosen platform, Genetec Security Center, offers the scalability and open architecture necessary for future expansion. Convergent and Genetec also offer the Airport Badging Solution (ABS) as a future enhancement option, which streamlines the issuance of secure airport identification (ID) badges by integrating applicant data collection, fingerprint-based background checks, and badge activation within the same platform. This unified solution reduces administrative effort, improves security accountability, and delivers long-term operational efficiency for the City.

Local Partnership with Global Resources | The San Diego CTC is enthusiastic about the opportunity to partner with the City. Our experienced team, aviation experts, and executive leadership are committed to delivering measurable improvements in security, compliance, and reliability; outcomes that are directly aligned with the priorities outlined in this RFP. By combining local expertise with global support, Convergent ensures the City receives responsive service, sustainable system performance, and a trusted partner throughout the solution's lifecycle.

2.13 PROPOSER'S RESPONSE TO THE RFP

Exhibit B, Scope of Work, Specifications Compliance Overview

Convergint has carefully reviewed each specification requirement outlined in Exhibit B, Scope of Work. The following matrix demonstrates our compliance with every specification and confirms our ability to meet the City's objectives in full.

EXHIBIT B, SCOPE OF WORK, SPECIFICATIONS REQUIREMENTS MATRIX		
REQUIREMENT	COMPLIANT	COMMENTS/NOTES
1. Contractor shall perform a site evaluation to determine existing access control devices to replace and/or upgrade equipment consisting of six (6) vehicle gates and nine (9) pedestrian gates.	✓	Convergint's team will conduct a comprehensive evaluation of all existing gates to confirm replacement needs and ensure a smooth transition to upgraded systems. This upfront diligence reduces the risk of delays and ensures system reliability from day one (1).
2. Contractor shall purchase and perform installation of upgrades or replacement of existing access control equipment at existing gates and doors selected.	✓	Convergint fully complies with this requirement.
3. CONTRACTOR SHALL PROVIDE, BUT NOT LIMITED TO THE FOLLOWING:		
a. Design Access Control System	✓	Convergint fully complies. Jeremy Cothran and Henry Franco will lead system design. Their resumes are included in this proposal to demonstrate relevant expertise.
b. Install wireless radio network for communication to main terminal building	✓	Convergint fully complies with this requirement.
c. Install conduit installation at each vehicle gate, pedestrian gate and at main terminal building	✓	Convergint fully complies with this requirement. The work will be performed in partnership with our subcontractor, Southland, a California-licensed electrical contractor and a certified WBE. Southland is also registered with the California DIR. This partnership ensures compliance with licensing and labor requirements while also contributing to the City's diversity participation goals.
d. Install PoE network switches (unmanaged in field, managed switch at main terminal building)	✓	Convergint fully complies with this requirement.

e. Install rack in the terminal building IT closet	✓	Convergint fully complies with this requirement.
f. Install server rack and CPU at City operations office in the terminal building	✓	Convergint fully complies with this requirement.
g. Provide 2000 Proximity Style Cards with internal card numbers	✓	Convergint will provide HID® High Security ISO Prox, ensuring secure, FAA/TSA-compliant credentialing for airport personnel.
h. Provide secured gate clickers for City vehicles only	✓	Convergint is including five (5) gate clickers. Convergint also recommends an alternative option of adding a gooseneck-mounted card reader at vehicle gates. This allows emergency vehicles to pass securely without stopping, improves response times, and reduces the City's ongoing maintenance burden compared to battery-powered clickers.
4. CAPABILITIES AND SCALABILITY OF THE ACCESS CONTROL SYSTEM:		
a. Badge design and printing support (using third party badge printer)	✓	Convergint's solution integrates with HID for badge printing support.
b. Event logging per individual	✓	Convergint fully complies. Genetec 5.13 provides detailed event logging.
c. Ability through either email or SMS to notify specified user(s) of critical system events (door/gate control failure, tampering, etc.)	✓	Convergint fully complies. Genetec 5.13 supports real-time notifications of system events.
d. Ability through either email or SMS to notify specified administrator(s) of events triggered by designated individual users.	✓	Convergint fully complies. Genetec 5.13 provides configurable alerts for user activity.
e. Ability to access using mobile client or mobile device to revoke access both on and off site at any time and to trigger a door/gate to open or close.	✓	Convergint fully complies. Genetec 5.13 enables credential revocation and door/gate control via mobile devices.
f. Ability to lock down a group of gates or doors with minimal steps during an incident or emergency.	✓	Convergint fully complies. Genetec 5.13 enables the lockdown of groups of doors or gates with minimal steps.
g. Ability to allow authorized users access during lock down events.	✓	Convergint fully complies. Genetec 5.13 maintains access for authorized users during lockdown.
h. Capability to add additional doors and gates on demand as deemed necessary by the City in the future.	✓	Convergint fully complies. Genetec 5.13 is scalable to support future expansion.
i. Two-factor authentication access control (Card with PIN verification)	✓	Convergint fully complies. HID multiCLASS SE® RK40 provides card + PIN access.

j. Reports with customized information fields (examples: employer, sponsored by, leased space, other as needed).	✓	Convergent fully complies. Genetec 5.13 provides customizable reporting fields.
5. SUPPORT AND MAINTENANCE		
a. Contractor shall provide non-routine maintenance and support of all components identified using appropriately trained and certified service technicians.	✓	Convergent fully complies with this requirement.
b. Contractor shall provide onsite and telephone support twenty-four hours a day, seven days a week. At minimum, Contractor shall provide a call back time of 30 minutes.	✓	Convergent fully complies with this requirement.
c. Spare parts shall remain in stock and available; Contractor shall utilize replacement parts from spare parts inventory and replace inventory within five business days.	✓	<p>Convergent fully complies with this requirement. We will maintain access to critical spares, including:</p> <ul style="list-style-type: none"> • One (1) Card Reader • One (1) 12V Power Supply • One (1) 24V Power Supply • One (1) 1610 Axis Powered by Genetec • One (1) 1210 Axis Powered by Genetec <p>All of these parts are readily available through commercial distribution and can be sourced within a few days, eliminating the need for a large inventory while ensuring timely replacement.</p>
d. Contractor shall provide, upon request, a detailed description of support offered, and the average response time for a support request.	✓	Convergent will provide a detailed description of support services upon request.
e. Contractor shall provide, upon request, a detailed description of support offered, and the average response time for a support request.	✓	Convergent will provide average response time information upon request.
f. Contractor shall provide the length of the hardware warranty.	✓	Convergent provides a one (1) year hardware warranty.
6. INSTALLATION AND CONFIGURATION		
a. Contractor shall provide estimated required internet bandwidth.	✓	No internet bandwidth is required; the system will operate on the Local Area Network (LAN).
b. Contractor shall provide the hardware or software brand(s) used.	✓	Convergent will be utilizing Genetec 5.13, HID, and Siklu™.

c. Contractor shall provide a statement demonstrating status as an authorized seller or partner of the proposed solution.	✓	Convergint has provided our Genetec Certified Channel Partner letter immediately following this compliance matrix table, confirming Convergint's Certified Partner status in good standing through March 31, 2026. This letter verifies that Convergint is an authorized seller and partner of Genetec solutions.
d. Contractor shall provide required space in communications/server room.	✓	Convergint's system requires approximately 2 ft (W) × 3.5 ft (D) × 6 ft (H) of space.
e. Contractor shall provide estimated time to install.	✓	Convergint estimates installation will take 16 weeks.
f. Contractor shall provide recommended time for training.	✓	Convergint will provide one (1) day of training for 10–15 City operators to ensure effective system use.
7. PLANNING AND DESIGN REVIEW		
a. Contractor shall participate in the City's IT governance process, including, but not limited to, participating in the City's IT Planning and Design reviews.	✓	Convergint assumes 16 hours for information technology (IT) governance meetings, which are in our fee schedule, to align with the City's review process.
b. As part of the governance process, Contractor shall provide planning documentation (project schedule, communications plan, list of roles and responsibilities, risk/mitigation registry, etc.) and design documentation (infrastructure diagram, process design diagram, data flow diagram, integration diagram, etc.) to demonstrate that the proposed solution conforms with IT City Standards.	✓	Convergint's standard project management deliverables include project schedules, communications plans, risk registries, and design documentation.
c. Successful completion of the Planning and Design gates is required before the solution may be deployed.	✓	Convergint fully complies with this requirement.
8. PROJECT MANAGEMENT		
The Contractor shall assign a certified or qualified Project Manager to ensure timely and successful project delivery.	✓	Amit Bairathi (MS, LSSBB) has been assigned as Project Manager, bringing relevant aviation security experience to ensure timely and compliant project delivery.

Genetec Certified Channel Partner Letter



Global Headquarters

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Wednesday, October 1, 2025

Genetec Certified Channel Partner

Convergint Technologies USA - San Diego (CTC#604)
7323 Engineer Road
San Diego, California 92111
United States

To whom it may concern,

This affirms that **Convergint Technologies USA - San Diego (CTC#604)** is a member in good standing of the Genetec Channel Partner Program, with **Certified** level status, valid until March 31, 2026. Members of the Genetec Channel Partner Program are recommended for the installation, service, and support of Genetec solutions.

For more information on the Genetec Channel Partner Program or to learn what this partner's status level entails, please visit [genetec.com/partners/channel-program](https://www.genetec.com/partners/channel-program).

Should you have any questions, please contact the Genetec Sales Administration team.

Regards,

Chantale Cadieux
Sales Administration & GSA Manager
salesadmin@genetec.com

[genetec.com](https://www.genetec.com)

Evaluation Criteria

In addition to demonstrating compliance with each specification in Exhibit B, Scope of Work, Convergent has structured the following sections to address the City's evaluation criteria (A–E) as outlined in the RFP. These responses highlight our understanding of the project, technical approach, staffing plan, past performance, and price, ensuring alignment with the City's stated evaluation framework.

A. Responsiveness to the RFP

1. Requested information included and thoroughness of response

Convergent has reviewed the City's requirements as outlined in Exhibit B, Scope of Work, and provides a complete and thorough response to each item in this proposal. The following section demonstrates our understanding of the project, our proposed technical approach, and our ability to deliver in compliance with all requirements. This ensures the City receives a comprehensive, accurate, and fully compliant proposal that reduces evaluation risk and demonstrates readiness for immediate execution.

2. Understanding of the project and ability to deliver as exhibited in the Executive Summary

Convergent understands that the City seeks to upgrade or replace six (6) vehicle gates and nine (9) pedestrian gates, install a wireless radio network for communication to the main terminal building, and deploy scalable access control capabilities such as mobile access, event notifications, lockdown, and two (2) factor authentication. We also recognize the importance of delivering a future-ready system that supports expansion, provides comprehensive and uninterrupted on-site coverage, around-the-clock telephone support, and complies with FAA and TSA standards. This understanding allows the City to move forward confidently, knowing the system will meet today's requirements and scale with future needs.

Convergent excels in supporting the most complex, unique, and multi-site customers. We bring extensive aviation experience and are well-versed in the many factors that must be considered when working in this environment, from operational continuity to regulatory compliance. Our local San Diego team brings both technical depth and regional expertise, with significant experience in implementing Genetec ACS and delivering successful upgrades to both vehicle and pedestrian gates for other customers. Convergent's combination of global aviation expertise and local resources ensures the City benefits from proven best practices while receiving responsive, community-based support.

Convergent will ensure accuracy and success in execution by receiving usable AutoCAD® files from the City and conducting a thorough site walk early in the project. These steps will allow Convergent to properly engineer the bill of materials and finalize a design that meets both operational needs and long-term objectives. Convergent's proactive approach minimizes design risk, reduces change orders, and ensures the City achieves predictable project outcomes.

Convergent leverages proven methodology and airport project experience to deliver this project with minimal disruption to SDM's daily operations. This approach gives the City confidence that Convergent will enhance airport security while maintaining uninterrupted operations.

3. Technical Aspects

Convergent's technical approach is based on proven best practices for airport access control and perimeter security. Convergent designs systems on a foundation of scalable architecture, regulatory alignment, and operational clarity, ensuring the City's new solution is both compliant and future-ready.

For this project, Convergent will integrate access control panels and credential readers into a secure communications infrastructure supported by a centralized server architecture. These systems are designed to interface with existing airport credentialing platforms and allow for future integration with gate controls or tenant access systems. **This ensures the City's investment is not only compliant today but adaptable to evolving needs.**

Convergent will deploy all components using structured cable and conduit pathways that meet local permitting requirements, minimizing disruption to airport operations. The system architecture supports remote monitoring, audit logging, and role-based access control, delivering both compliance with TSA protocols and improved operational efficiency for the City.

Convergent's deployment methodology emphasizes risk reduction and operational continuity. We conduct pre-installation coordination with airport stakeholders, use phased implementation to minimize disruption, and complete post-installation testing to validate performance. Our team will also ensure alignment with FAA Advisory Circulars and the City's permitting standards, including low-voltage and pathway inspections. **This disciplined process provides the City with confidence in regulatory compliance and a smooth transition to the new system.**

Convergent ensures that all hardware and software provided are interoperable, scalable, and compliant with FAA and TSA requirements. By delivering intuitive operator tools and streamlined maintenance through a product-agnostic approach, Convergent ensures the City receives the most effective and cost-competitive technology solutions. **This provides the City with flexibility to select the best technology over time, thereby avoiding supplier lock-in while maximizing long-term value.**

The proposed solution is designed to support mobile access, two (2) factor authentication, and future expansion across additional gates and doors as outlined in Exhibit B, Scope of Work. This ensures the City has a flexible and future-ready system that can adapt to evolving operational and regulatory needs.

Convergent's product-agnostic approach ensures the City receives the most effective, cost-competitive technology solutions. This flexibility avoids supplier lock-in, enables competitive pricing, and provides long-term value throughout the system's life.

4. Risk Profile (e.g., exception requests).

Convergent has thoroughly reviewed the City's requirements. Any formal exceptions to the RFP specifications, terms, or conditions are provided in Section 2.2 Requested Exceptions. Beyond compliance, Convergent takes a proactive approach to managing project risks. Our risk mitigation strategy addresses potential challenges, such as construction impacts on active airport operations, supply chain considerations, integration with existing infrastructure, and compliance with evolving FAA/TSA requirements. Convergent will work closely with the City to anticipate, mitigate, and resolve risks before they affect project outcomes. **This ensures the City receives a partner focused on preventing issues rather than reacting to them.**

Convergent adopts a proactive and structured approach to identifying, assessing, and mitigating risks at both the program and task levels. Convergent's project manager maintains full accountability for executing risk management. This provides the City with clear ownership, responsibility, and transparency in managing risks.

Convergent recognizes that complex airport projects inherently carry potential risks due to the scale of operations, the involvement of multiple stakeholders, and the need to maintain ongoing airport

functionality during implementation. To ensure the project's success, Convergent employs a proactive and structured risk management strategy that emphasizes early identification, clear communication, and effective mitigation.

This strategy is guided by Convergent's dedicated Project Manager, who oversees all risk-related activities, ensuring transparency and collaboration between Convergent, the City, and all project partners. By applying proven project management methodologies and maintaining constant communication, Convergent minimizes disruptions, protects sensitive data, and ensures that all work is executed safely, securely, and on schedule.

The following sections outline key potential risks, the associated mitigation strategies, and the resulting benefits to the City. These areas include schedule delays, data security and privacy, integration and compatibility issues, communication breakdowns, and Convergent's overall risk management framework.

Schedule Delays

Timely project execution is essential to maintaining operational continuity within an airport environment. Convergent understands that even minor scheduling disruptions, whether due to equipment lead times, facility access constraints, or third-party dependencies, can have a cascading impact on overall project delivery. To mitigate these risks, Convergent employs a structured project management approach focused on proactive planning, close coordination, and continuous schedule oversight.

Convergent's Project Manager leads the scheduling effort by developing and maintaining a detailed project plan that tracks milestones, dependencies, and critical path activities. Pre-installation coordination meetings are held with the City's stakeholders, subcontractors, and suppliers to confirm logistics, access requirements, and resource availability. Additionally, buffer time is incorporated into the project schedule to account for unforeseen conditions and ensure timely completion without compromising quality or safety.

Benefit to the City | This proactive and disciplined scheduling approach ensures predictable project delivery and minimizes the risk of costly overruns or operational delays. The City gains confidence that Convergent will meet project milestones while maintaining flexibility to address unexpected challenges effectively.

Data Security and Privacy

Protecting sensitive information is a critical priority in any technological deployment, particularly within an airport environment where operational, personal, and security-related data must be safeguarded. Convergent recognizes that maintaining the integrity, confidentiality, and availability of data is essential to the City's mission and regulatory compliance. To ensure secure implementation, Convergent applies rigorous security practices aligned with the City's IT policies and industry best practices.

Convergent's Project Manager and technical teams work closely with the City's IT and cybersecurity departments to enforce strict data handling protocols throughout the project. This includes implementing encryption, role-based access controls, and secure data transfer methods to prevent unauthorized access or disclosure. Convergent also conducts employee training on data protection standards, ensuring full compliance with applicable regulatory requirements and the City's security framework.

Benefit to the City | This disciplined and compliant approach safeguards the City's sensitive information, reduces the risk of data breaches, and ensures that all project activities align with established security and privacy requirements. The result is enhanced trust, regulatory compliance, and long-term data integrity.

Integration and Compatibility Issues

Integrating new systems within an active airport environment presents distinct challenges, particularly when working with legacy infrastructure, varied technologies, and critical operational dependencies. Convergent understands that successful implementation requires careful planning, technical coordination, and proactive risk management to ensure system reliability and operational continuity. To achieve this, Convergent employs a structured and collaborative approach that anticipates potential integration barriers and implements tailored mitigation strategies to ensure seamless performance.

Convergent's Project Manager leads these efforts by coordinating early technical discovery sessions and site assessments with the City's IT and facilities teams. Through this process, Convergent develops customized integration plans and conducts pilot testing where feasible to validate compatibility and performance. Additionally, a comprehensive fallback plan is established, incorporating clearly defined "GO/NO GO" decision gates to protect the City's operations and minimize potential business disruptions.

Benefit to the City | This proactive and disciplined approach reduces the likelihood of system performance issues or integration failures. By ensuring thorough technical alignment and structured contingency planning, the City gains a seamless transition to the new system with minimal disruption to airport operations.

Communication Breakdowns

Effective communication is crucial to the success of any complex project that involves multiple stakeholders. Within this engagement, clear, consistent, and timely information sharing between Convergent, the City, and subcontractors is critical to maintaining alignment, minimizing misunderstandings, and ensuring that project milestones are achieved as planned. Convergent recognizes that proactive communication management not only supports collaboration but also drives efficiency, accountability, and transparency throughout the project lifecycle.

Convergent's Project Manager leads this effort by implementing a structured communication framework designed to keep all parties informed and engaged. A formal communication plan is established at project initiation and includes weekly status meetings, issue logs, and defined escalation paths. All stakeholders are provided with real-time access to project documentation and updates, ensuring shared situational awareness. Convergent also works with the City and its suppliers to align communication expectations and secure commitment to consistent engagement practices.

Benefit to the City | This structured and transparent approach keeps all parties aligned, minimizes rework, and ensures smooth project execution. By maintaining open lines of communication and clear accountability, the City gains confidence that progress, issues, and decisions are being managed collaboratively and effectively.

Risk Management Strategy

Convergent employs a proactive and structured risk management strategy to ensure that potential challenges are identified early, assessed accurately, and mitigated effectively. This disciplined approach is led by Convergent's dedicated Project Manager, who oversees all aspects of risk identification, communication, and resolution throughout the project lifecycle. By maintaining open collaboration with the City's stakeholders, Convergent ensures that any emerging risks are promptly and transparently addressed.

The Project Manager plays a central role in maintaining project integrity and accountability. Responsibilities include assigning ownership and timelines for each mitigation action, monitoring a live "risk watch list," and reviewing daily field reports to identify developing issues. When defined thresholds

are met, the Project Manager escalates concerns to Convergent leadership and City representatives to ensure timely resolution and informed decision-making.

Benefit to the City | This structured and transparent approach provides the City with visibility and assurance that risks are being actively managed in real-time. As a result, potential issues are addressed before they affect operations, minimizing disruption and maintaining project momentum.

All Convergent colleagues are empowered to identify and report risks without fear of reprisal, reinforcing a culture of early detection and correction. Safety risks from any entity, including suppliers, subcontractors, or delivery teams, are prioritized. Convergent colleagues may stop work immediately and notify the City until unsafe conditions are resolved. This empowers the City with a safety-first approach that prioritizes people and operations.

Risks are evaluated based on their probability and impact, using a scale of low, medium, and high. Weekly updates are provided to the City for all Medium- and High-level risks. **This disciplined and transparent approach ensures the City is informed and equipped to maintain mission continuity, even in the face of evolving challenges.**

Through its structured and transparent risk management program, Convergent provides the City with complete visibility and confidence that potential risks are being actively managed from project initiation through completion. Each risk area is addressed through clearly defined mitigation steps, accountability assignments, and escalation procedures designed to protect the City's operations and schedule.

This disciplined approach ensures that challenges are anticipated rather than reacted to, enabling seamless coordination, compliance with all City and regulatory standards, and continuous operational reliability within the airport environment. Ultimately, Convergent's proactive risk management strategy delivers predictable project outcomes, minimizes disruption, and safeguards the City's long-term investment in its security and technology infrastructure.

B. Staffing Plan

1. Qualifications of personnel adequate for requirement

At Convergent, our greatest strength is our people. We hire and develop the industry's most dedicated and qualified colleagues, supported by an aggressive certification plan that encompasses the latest technological innovations, industry trends, and regulations. Our San Diego-based team includes certified professionals with expertise in aviation security, access control, and systems integration. To demonstrate our team's capability, resumes of key personnel are included in this section, highlighting their relevant airport experience, technical certifications, and project leadership skills.



Christian Samlaska

Aviation Vertical Operations – Program Principal

Profile

Christian Samlaska oversees and plans for building, promoting, and maintaining aviation vertical customer programs and initiatives for Regional, National, and Global accounts. He guides and supports the activities of multiple Operations and Sales leads in managing large/complex customers. Christian serves as a customer advocate, acting as a single point of contact to facilitate all internal and external communications. He effectively executes customer security solution installations and service strategies to exceed customer expectations with cost-effective solutions. Christian offers operational oversight, guiding Convergent teams and partners in the Aviation Vertical to ensure customer satisfaction, compliance, and solid financial performance. He guides project management and deployment teams to ensure compliance and find the best solutions to meet our customers' expectations.

Key Projects at Convergent

- Oversight of LAWA ACAMS project delivery (Program Management)
- Fort Lauderdale (FLL) IDMS Project Support
- Evansville (EVV) Security Systems Upgrade Planning & Support
- Long Beach Airport (LGB) IDMS Project Support
- Qantas Airlines (QF) Global System Access Control & Security Upgrade Support
- Dallas / Ft. Worth (DFW) ACAMS Replacement Project Support

Education and Certifications

- Major in Intelligence Studies / Homeland Security and Terrorism Studies
- American Military University, Charlestown, WV / GPA 4.0
- Association of Airport Executives (AAAE) Certified Member (CM)
- ODNI Certified – Aviation Domain Awareness
- FEMA / NIMS Master Certification (Emergency Management Training)
- New Mexico Tech Trained/Certified



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Amit Bairathi

Senior Project Manager

Profile

Amit Bairathi joined Convergent in July 2022 as a Convergent Development Program (CDP) participant in the Atlanta, 401 CTC. He started by leading a power team consisting of three (3) colleagues and handling an average of 80 projects at a time. Then, he moved to a single K-12 customer with over 140 sites and a valuation of more than \$17 million. Since June 2024, Amit has been based at the San Diego 604 CTC as a Project Manager II, where he leads a prime team, managing an average of 40 projects of all cost ranges and directly supervises eight (8) colleagues.

Amit has over five (5) years of experience in project management and operations excellence.

Key projects at Convergent

- Port of San Diego
- Southwest Airlines
- DeKalb County School District
- Bristol Myers Squibb (BMS)
- GenMark Diagnostics
- Illumina

Education and Certifications

- Master of Science (M.S.) in Industrial Engineering
- Bachelor of Technology (B.Tech) in Mechanical Engineering
- Lean Six Sigma Black Belt Certification

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Jeff Smith

Operations Manager

Profile

Jeff Smith joined Convergent as Operations Manager for CTC 604 in San Diego, bringing over 21 years of experience in operational excellence and quality process improvement. He began his career in the field as a Service Technician and Installer before transitioning into Project Management and later advancing to Operations Management.

As Operations Leader for the San Diego CTC, he provides direction and leadership across multiple business lines, including operations planning, qualifying potential business opportunities, reviewing proposals, and managing bookings. He is responsible for ensuring customer satisfaction across all installed accounts and oversees the coaching, counseling, and training of the operations team to enhance their skills and performance.

Key projects at Convergent

- City of Vista – Integrated System Upgrade
- County of San Diego – Genetec Unified Security System
- Leidos Headquarters – Buildout

Education and Certifications

- Bachelor of Science, Computer Science
- Qualified Manager, California Bureau of Security and Investigative Services
- Project Management Professional (PMP), Project Management Institute
- Technical Certifications: LeneiS2, Axis, Hanwha, Bosch, DMP, Milestone, Avigilon

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Jeremy Cothran

Engineering Specialist

Profile

Jeremy Cothran joined Convergint as a Service Specialist in San Diego in 2013 and has 22 years of experience in the electronic security industry, managing and designing complex system installations.

As of July 2023, Jeremy was promoted to Engineering Specialist and now supports the Operations and Sales teams with system design, sales support, and colleague training. He is also responsible for programming enterprise-level access control and video surveillance systems for several large organizations, including Leidos, the County of San Diego, Palomar Health, and Illumina.

Key projects at Convergint

- County of San Diego – Genetec Unified Security System
- Leidos Headquarters – Lead/Foreman
- Palomar Health – Service Lead, system maintenance and upgrades
- Illumina – Unified security system

Education and Certifications

- Software House C•CURE Enterprise Architect Certification
- LenelS2 OnGuard and S2 Access Control Expert
- Genetec Omnicast and Synergis Certification
- Avigilon Certification
- Bosch Intrusion Certification

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Henry Franco

Project Designer III

Profile

Henry Franco joined Convergent as a Project Designer III for the San Diego CTC. Henry has over 25 years of multidisciplinary design engineering experience across jurisdictions, industries, and trades. His background includes work on critical infrastructure, municipal facilities, and secure environments. Henry's expertise enables us to produce clean, detailed, and standards-compliant AutoCAD documentation for new construction, upgrades, and retrofits.

Key projects at Convergent

- Sempra
- Palomar Health
- County of San Diego
- Southern California Gas Company (SoCalGas)
- Marine Corps Recruit Depot (MCRD)

Education and Certifications

- Degree in Drafting and Design

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Michael Cagle

Security Project Specialist III

Profile

Michael Cagle joined Convergint in June 2022 as a Security Project Specialist III for the West Region, bringing over 29 years of experience in the industry. He is recognized for his strong troubleshooting skills, ability to quickly adapt to new systems, and proven track record in managing large-scale projects with efficiency and precision.

Key projects at Convergint

- City of Vista
- City of Poway
- BMS
- CRL

Education and Certifications

- Genetec Certified
- Software House Certified
- LenelS2 Certified
- Bosch Certified
- Kantech Certified
- DMP Certified
- Avigilon Certified
- exacqVision Certified
- Honeywell Certified

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Ben Del Castillo

Project Installer

Profile

Ben Del Castillo joined Convergent in July 2023 as an Installer at the San Diego CTC 604. He brings nearly 15 years of industry experience across diverse business verticals, including utilities, biotech, federal, and public works projects.

As a Project Installer, Ben is responsible for on-site installation of security systems, including CCTV, access control, alarm systems, and related technologies. He is committed to accuracy and precision, ensuring all components are installed to specification, operate correctly, and meet both industry and customer standards. A key member of the project field teams, Ben supports colleagues across all aspects of delivery and plays a crucial role in ensuring customer satisfaction with final project outcomes.

Key projects at Convergent

- Southwest Airlines
- BMS
- GenMark Diagnostics
- San Diego Gas & Electric (SDG&E)
- City of Imperial Beach
- Wesco Vista

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2. Availability/Geographical location of personnel for required tasks

Convergent will deliver this project through our San Diego CTC, where approximately **50 colleagues** are available to support the City with planning, installation, and ongoing service. Our CTC is located in Kearny Mesa, **only 24 miles from SDM**, and staffed by colleagues who live and work in the City. This proximity ensures rapid mobilization, local accountability, and a deep understanding of regional requirements.

In addition to our San Diego presence, Convergent maintains multiple offices across California, including Los Angeles, Los Angeles East, Bakersfield, San Francisco, and Sacramento. This statewide footprint provides the City with dependable coverage, reinforcing local delivery with additional resources to ensure continuity and responsiveness at every stage of the project.

3. Clearly defined Roles/Responsibilities of personnel

Convergent's approach to project management ensures that every role and responsibility is clearly defined and aligned to project success. Convergent's structured delivery approach provides clarity across all phases of project execution, from assessment and design through commissioning and closeout. The following key personnel demonstrate Convergent's clearly defined roles and responsibilities for this project:

- **Senior Project Manager, Amit Bairathi** | Leads all phases of the project and serves as the primary point of contact for the City, accountable for schedule, budget, and quality. This provides the City with a single source of accountability and assurance of on-time, on-budget delivery.
- **Operations Manager, Jeff Smith** | Oversees turnover, clarifies responsibilities, and drives execution in alignment with project requirements. This ensures a seamless transition from project completion into ongoing operations.
- **Engineering Specialist/Project Designer III, Jeremy Cothran and Henry Franco** | Collaborate to develop and review system designs, ensuring compliance with FAA/TSA standards and integration of best practices. This delivers a design that is both regulatory-compliant and optimized for long-term scalability.
- **Project Installer, Ben Del Castillo** | Executes approved plans, coordinates with trades, and minimizes disruption during active airport operations. This ensures efficient installation while maintaining safe and continuous airport operations.
- **Security Project Specialist III, Mike Cagle** | Conducts system programming, performance testing, quality assurance, and system certification. This provides the City with confidence that the system has been tested, validated, and is ready for use.
- **Training and Support, Jeremy Cothran and Amit Bairathi** | Provides end-user training and provides documentation for long-term sustainability. This combined effort equips the City's staff with the knowledge and resources to operate the system effectively from day one (1).

This structure, combined with our San Diego-based CTC, ensures accountability at each stage of delivery, transparent communication with the City, and a smooth transition from implementation to long-term support.

Contractor's Capability to Provide the Services and Expertise and Past Performance

1. Relevant experience of the Contractor and subcontractors

Convergent excels in supporting customers ranging from local facilities to global enterprise customers with complex, multi-site requirements. Convergent's Aviation Team works daily in highly regulated and mission-critical environments, giving us a deep understanding of airport operations and compliance. Locally, Convergent has executed projects for Southwest Airlines and Alaska Airlines, as well as multiple

public agencies with facilities similar to those of SDM. This ensures the City benefits from a partner with direct experience operating in both aviation and local public environments.

Aviation Experience

Convergint currently maintains and services over 70 airports worldwide, supporting 10 major air carriers. Proven success at LGB, PSP, and RDM demonstrates our ability to meet demanding regulatory and operational requirements. Convergint's Aviation Team actively engages with the American Association of Airport Executives (AAAE), Airport Council International (ACI), and other associations to remain aligned with TSA mandates and industry best practices. **This expertise reduces regulatory risk for the City and ensures alignment with national aviation security standards.**

Strategic Partnerships

Convergint has a long-standing partnership with Genetec, the global leader in video management and the #2 provider of access control solutions worldwide. As a Genetec Certified Channel Partner and multi-year North American Strategic Partner of the Year, Convergint holds nearly 2,000 Genetec product certifications, the highest number worldwide, including specialists in Synergis™ access control, Omnicast™ video management, AutoVu™ license plate recognition, and Mission Control™. Several of these certified specialists are located at Convergint's San Diego CTC, ensuring the City has direct access to local expertise backed by global support.

The strength of this partnership allows Convergint to unify access control, video, and perimeter detection into a single Genetec Security Center platform, while also integrating existing third-party devices through open architecture. For the City, this means maximum flexibility, protection of existing hardware investments, and a phased migration path as security needs evolve. Our joint capabilities with Genetec ensure the City will receive a future-ready solution with long-term manufacturer backing, seamless integration, and the ability to scale efficiently as SDM grows.

Additionally, in Southern California, Convergint partners with more than 60 municipalities, demonstrating strong regional expertise. Convergint also maintains a long-standing partnership with Sempra Energy/SDG&E, where we support outdoor critical infrastructure. For these facilities, we have successfully delivered numerous pedestrian and vehicle gate access control projects, with experience directly applicable to this project. This combination of global technology partnerships and regional delivery experience ensures that the City benefits from proven, scalable solutions delivered under conditions similar to those of SDM.

Together, Convergint's global expertise, specialized Aviation Team, and extensive local track record uniquely position us to deliver proven, reliable results for the City of San Diego. **This combination reduces project risk and ensures dependable outcomes from day one (1).**

2. Previous relationship of Contractor and subcontractors on similar projects

Convergint will partner with Southland as our subcontractor for this project. Southland has a proven track record of successfully delivering scopes of work comparable to those required under this RFP. Convergint has partnered with Southland on numerous projects of similar size and complexity, consistently meeting schedule, quality, and compliance requirements. This long-standing relationship ensures the City benefits from a subcontractor team that integrates seamlessly into Convergint's delivery approach.

One (1) example includes our work with SDG&E, where Convergint performs perimeter security installations across outdoor environments with fences and gates similar to those at SDM. Southland is our trusted partner on these installations, providing pathways, conduit, and supporting infrastructure necessary to deploy hard-wired, reliable security solutions. **This demonstrates to the City that our**

partnership has already delivered proven results in environments directly comparable to this project.

Southland's competence, reliability, and deep understanding of infrastructure delivery make it an ideal partner for this engagement. While the SDG&E project's addresses and details cannot be published due to customer requirements, additional information can be made available to the City upon request. This transparency ensures the City can validate Southland's experience while protecting customer confidentiality.

Convergent applies the same rigorous subcontractor management standards with Southland as we do across all engagements, ensuring:

- Verification of qualifications, certifications, and clearances.
- Evaluation of technical expertise, capacity, and past performance.
- Alignment with labor requirements and customer expectations.
- Commitment to diversity, including engagement with locally owned and certified businesses whenever possible.

This established partnership ensures the City benefits from a highly coordinated team, with Convergent providing direct project oversight and Southland delivering proven, high-quality infrastructure support. **This reduces project risk and ensures reliable, compliant, and efficient execution.**

3. Past/Prior Performance with airport projects of similar type, size, and complexity as SDM.

Convergent's portfolio encompasses **over 70 airports and 10 commercial air carriers** across the United States, Canada, Europe, and Oceania. Representative projects include LGB, DAL, YYC, TPA, and PSP, where Convergent has delivered end-to-end access control, video management, and credentialing systems in active airport environments.

In addition to providing comprehensive security solutions, Convergent has extensive design-build experience, particularly at LGB and YYC, where our teams collaborated directly with airport stakeholders to design, engineer, and implement integrated systems tailored to each facility's operational and compliance requirements. Across our airport portfolio, Convergent routinely performs design-build services, developing system layouts, drawings, and specifications in partnership with the airport. This approach ensures optimal performance, reduces the need for change orders, and accelerates project delivery.

This experience demonstrates Convergent's ability to execute complex security projects under live operational conditions, ensuring the City receives a proven partner capable of delivering at SDM's scale and complexity.

Convergent as a Design-Build Partner

The City needs an integrator who can produce an overall plan that enhances and expands all of its security capabilities, including a phased approach to address present and future security needs. Convergent can provide all system integrator personnel, equipment, supplies, supervision, and other items and services necessary to meet the City's needs for design-build, planning, purchasing, implementation, and ongoing system support and maintenance. We will also support future growth through a thoughtful design-build process that incorporates system scalability.

The City seeks to identify the best-qualified partner to design, build, procure, implement, and maintain state-of-the-art security solutions. Convergent consistently delivers large and small projects, including complex deployments that enable our customers to achieve their unique missions across multiple

domains. Additionally, our status as a leader in security, fire, life safety, and cybersecurity integration provides us with access to the latest technologies, talent, and market visibility that no other integrator can match. Convergent colleagues can best serve you through a respectful and honest partnership. We are committed to keeping you informed.

Convergent's Design Phase Approach

Convergent's design phase approach leverages our years of experience in designing, deploying, and maintaining physical security and life safety solutions that address unique challenges for our customers worldwide. The result is the delivery of the best security and design practices to our customers, including consideration of their desired use cases, understanding of human and spatial interaction, recognition of local and cultural impacts, and planning for future requirements.

Organizations across all industries are embracing digital transformation, the Internet of Things (IoT), cloud computing, artificial intelligence (AI), and workflow automation to safeguard their assets, drive cost reductions, enhance efficiencies, and mitigate risks. Convergent established the Digital Transformation Team to lead the security industry in innovative solution development that achieves our customers' current objectives and expands into future technologies, accelerating the adoption of these technologies.

Convergent's Digital Transformation Team approaches security design differently than traditional security integrators and technology resellers/distribution channels. Rather than using a conventional approach (typical security integrator) or pushing low-priced hardware and software (distribution channels), the Digital Transformation Team provides strategic, longer-term guidance to our customers to navigate the future during these unprecedented and ever-changing times.

The team's approach to delivering strategic guidance for the future focuses on the following key areas:

- Monitoring market trends
- Developing new and innovative solutions to match market trends and data
- Accelerating those solutions to our customers
- Delivering tangible business and security outcomes

The above approach ensures that Convergent develops the most compelling solutions on the market and that its capabilities match potential use cases. **The key is the need for systems integration, which provides the greatest situational awareness, enhanced contextual awareness, the fastest response time, and the lowest risk.**

As the world's largest independent integrator, Convergent is product-agnostic and collaborates with market-leading technology companies. Our hands-on experience and familiarity with current and emerging technologies enable us to recommend and build systems that support our customers' vision and growth. Our team constantly observes the market to identify industry trends and best practices. We develop use cases and explore ways technology can improve return on investments (ROI), reduce risk, and meet mandatory regulatory requirements. The team focuses on the cloud, AI, and IoT categories with the highest potential impact on a digital transformation strategy.

Convergent's strong relationships with leading technology partners provide our customers with a choice of best-in-class solutions, offering cost-effective, customized, and valued products. Instead of committing to a single provider or manufacturer, we promote non-proprietary systems that avoid sole source dependency while ensuring long-term system flexibility and cost-effectiveness.

Command and Control



Public spaces face many threats and challenges today. Gun violence, protests, cybercrimes, drones, behavioral health, and other issues are front and center and are additionally compounded by the pandemic recovery and associated regional economic impacts.

We must consider a more holistic and comprehensive approach to operations and public safety to address these realities, including new collaborations between all available data sources. This approach enables customers to adopt a more proactive stance in delivering services to their communities, better aligning their efforts with the organization's overall objectives while maintaining safety and security.

Most security organizations suffer from dissimilar and siloed data sources and, as a result, are not equipped to:

- Scale to the current level of threats
- Adapt to emerging threats
- Integrate all devices, sensors, and data sources
- Automate incident detection and intelligence collection
- Execute the stakeholder's vision for the community

As the City seeks to adapt to an ever-changing and increasingly more hostile threat landscape, you must also better align its efforts to contribute to the overall objectives. Security Operations Centers (SOCs) are increasingly transitioning into Fusion Centers to achieve this goal. SOCs are traditionally reactive environments with security-centric perspectives and rigid workflows. Conversely, a Fusion Center enables security teams to adopt a proactive, predictive, and preventative position, better collaborate with all departments, and contribute real-time intelligence that enhances the organization's overall strategy, growth efforts, and specific initiatives. The objectives of a Fusion Center are to:

- Deliver enhanced situational awareness surrounding an incident. Integrate all physical security, life safety, building management, visitor management, and other systems into a single interface for a more proactive threat awareness position.
- Provide the highest levels of safety and security for employees, guests, and the community.
- Develop enterprise-wide Standard Operating Procedures (SOPs) that correlate multiple systems across numerous departments.
- Streamline the capture and dissemination of intelligence to appropriate stakeholders in response to incidents.
- Adopt technologies that will reduce overall security operations and workforce costs.
- Accelerate and automate the identification of trends and patterns.
- Integrate all physical security, life safety, building management, visitor management, and other systems into a single interface for a more proactive threat awareness position.
- Provide the highest levels of safety and security for employees, guests, and the community.

Guiding Principles

Security organizations consist of people, processes, and technologies. Convergent's technology recommendations must be evaluated in conjunction with the changes to people and processes required to support these technologies.

Convergent believes the following guidelines, outlined below, at a minimum, must be incorporated into all decisions regarding security technologies;

- **Integration and Automation** | All new systems must integrate with other systems and automate processes to reduce user tasks and increase productivity. Integrations would automatically combine and correlate data points without user input to minimize manual tasks within the system.
- **Common Operating Picture** | A single, easy-to-use interface with cross-platform intelligence, incident reporting, and operational metrics would minimize the tasks of operators and analysts. This interface should be accessible to all authorized users for sharing and collaboration purposes.
- **Remote Access** | The interface should be available to any authorized user worldwide. The interface should meet all business continuity requirements by enabling operators/analysts, supervisors, and stakeholders to remotely view and manage incidents in response to natural disasters, pandemics, and other similar events.
- **Visualization** | Visualization of situational data is crucial for operational efficiency. The operators/analysts, supervisors, and stakeholders require numerous dashboards, as well as key performance indicators (KPIs), to gain a holistic view of the threat landscape and response capabilities. Any physical device or sensor would be plotted on a facility map using Global Positioning System (GPS) or other geolocation data. All devices, sensors, floor plans, and data sources would be plotted as layers to enable rapid context acquisition and data in response to incidents.
- **Reporting** | A Fusion Center is an effective and efficient mechanism for exchanging information and intelligence, maximizing resources, streamlining operations, and enhancing the ability to combat crime and terrorism by integrating data from various sources. Security and other business units require greater insight into their personnel and operations to ensure that all resources work optimally. Any solutions introduced into the Fusion Center offer robust reporting capabilities and auditing functions for post-action evaluation, training, and process improvement.
- **Stakeholder Collaboration** | Security operations at most organizations are traditionally stand-alone departments that primarily consume security-centric data. However, with a new Fusion Center, security will be tightly integrated with other internal departments to proactively identify non-security threats and share more intelligence with a broader range of stakeholders. These stakeholders include building services, human resources, information technology, environmental management, legal, and operations.

As the Fusion Center's capabilities expand, the City's security team should continually collaborate with other departments and stakeholders to identify new data points. As they are shared, those identified points could help equip those departments to adapt to change quickly. It will also enable the City to better position its organization to take advantage of potential opportunities.

Design Phase Steps and Methodologies

The design phase will consist of a 1. Security Risk Assessment (SRA), 2. a Technology and Capabilities Roadmap (TCR), 3. a Command center and Concept of Operations definitions, and 4. System architecture. These combined efforts will result in the final security strategy and design for the City's Security Roadmap. Please see below for an example of a Design Phase Project Plan.

1. **SRA** | The SRA will analyze inherent risk, complete a threat/ vulnerability analysis, and capture the current and planned security operational requirements.
 - a. **SRA Methodology** | The SRA will follow a three (3) phase methodology, including identifying site risk factors, creating a business and site threat profile, and performing an operational review. Please refer to the following graphic for an explanation of each phase.



2. **TCR |** Convergent will work with the City to develop a technology roadmap to support the security capabilities required for the project. The TCR methodology is a three (3) phase methodology focusing on discovery, analysis, and recommendations. This TCR process will facilitate the development and delivery of a three (3) year security strategy, design, and executive-level deliverables. Refer to Figure 1 – TCR Phase Details and the Design Phase Project Plan Example for more information.

1. **Discovery Phase |** Convergent and the City’s relevant project stakeholders will participate in a kick-off meeting to establish project goals, tasks, roles and responsibilities, communication, project plan, and milestones.
2. **Analysis Phase |** Convergent will collaborate with the City’s team to identify essential system requirements, technical data, specific devices, floor plans, device locations, data sources, and third-party system data. These third-party systems include human resources, system reports, drawings, network requirements, security, and other data relevant to the project. In addition, Convergent will capture users’ critical use cases and workflows for the configuration, operation, monitoring, response, and maintenance of each new system.
3. **Recommend Phase |** Based on the information provided by the City, Convergent will develop a functional design document and workflows to address critical requirements and SOPs. The workflows will encompass the operating process, configuration standards, data import processes, reports, alarms and events, cutover process, support and maintenance, integrations, architecture, and topology, among other aspects. Once reviewed and approved by the City, Convergent will set up the development and production environments.



Figure 1 - TCR Phase Details

Design Phases Project Plan Example

DISCOVERY PHASE		Project Kick-off	<ul style="list-style-type: none"> Information collection Stakeholder analysis Initial sessions scheduled with team members
		Clarify Future State	<ul style="list-style-type: none"> Vision Performance metrics and definition of success Interview key individuals
		Site Risk Factors	<ul style="list-style-type: none"> Data collection and analysis Measure inherent risk levels
		Business/Site-Level Threat Profile	<ul style="list-style-type: none"> Identify existing assets Compile threat list Assess probability, impact, and vulnerabilities
		Current State and Operational Review	<ul style="list-style-type: none"> Review existing operations People, processes, technology Analysis and conclusions Cybersecurity review
ANALYSIS PHASE		Gap Assessment	Key gaps that exist between the current state and the desired future state
		Define Business Requirements	<ul style="list-style-type: none"> Requirements for achieving the future state Framework for communicating the process

RECOMMEND PHASE		Capabilities Roadmap	TCR
		Command Center Capabilities	<ul style="list-style-type: none"> • Facility security • Incident intake and crisis management • Operational resilience • Risk intelligence • Investigative support • Concept of operations
		Technical Features	<ul style="list-style-type: none"> • Social media monitoring • Geo-fencing • Incident response management • Alarm monitoring • Intelligence analysis
		System Architecture	<ul style="list-style-type: none"> • Access control/intrusion platform • Video management platform • Intercom platform • Other sensors/field devices • Incident management system • Decision intelligence platform* • Command Center interfaces • Remote interfaces
		Implementation Framework	<ul style="list-style-type: none"> • Timeline • Narrative to communicate the implementation framework • Overall business case, including financials • Executive presentation/report

4. Understanding of FAA, state and local regulations related to planning, design, and construction processes for airport projects.

Convergent brings deep expertise in aviation security standards and regulatory frameworks, including those of the TSA and FAA. Convergent’s Aviation Team actively participates in leading industry associations, including AAAE, ACI, and Safe Skies, ensuring alignment with evolving best practices and innovations. This engagement provides the City with confidence that SDM’s system will be designed and implemented in full regulatory compliance.

For this engagement, Convergent will deliver electronic security solutions tailored to the airport environment. While the scope does not involve major construction, our work includes select infrastructure enhancements and system integration activities. Regardless of scale, Convergent applies full regulatory awareness, operational discipline, and a commitment to safety and compliance. **This ensures that even limited construction activities will be executed safely, efficiently, and without regulatory risk.**

Convergent maintains alignment with FAA design and safety standards relevant to electronic security systems, including:

- FAA Advisory Circulars, such as AC 150/5370-10, outline standard specifications for airport construction. Convergent applies these specifications as best practices to ensure all minor infrastructure work meets FAA quality and safety standards.
- Engineering Briefs and SMS Principles for Risk Mitigation During Installation.

- Airport Improvement Program (AIP) compliance, where federal funding or grant alignment may be applicable.

As a general aviation reliever airport, SDM is not subject to FAA Part 139 certification. However, Convergent integrates Part 139 safety protocols where relevant—particularly for airside access control and operational continuity. We also monitor FAA Part 150 noise compatibility planning guidelines, recognizing their importance in stakeholder engagement and long-term airport development. This proactive approach ensures that SDM’s system aligns with best practices for both compliance and community engagement.

At the state level, Convergent incorporates California’s regulatory requirements, including the California Environmental Quality Act (CEQA) thresholds for infrastructure work, and coordinates with the California Department of Transportation’s Division of Aeronautics and the San Diego County Airport Land Use Commission to ensure land use compatibility and environmental stewardship. This provides the City with assurance that all state-level environmental and permitting requirements will be met in a timely manner.

Locally, Convergent’s San Diego-based and national teams collaborate to ensure full compliance with city and county requirements, including:

- Construction access protocols and badging coordination
- Permit alignment for low-voltage systems and infrastructure
- Operational continuity planning and stakeholder engagement

While SDM is owned and operated by the City of San Diego, Convergent maintains awareness of broader regional aviation planning frameworks and ensures our work aligns with local expectations for safety, transparency, and operational integrity. **Convergent’s multi-tiered approach, encompassing federal, state, and local levels, provides the City with a partner capable of executing with precision, transparency, and regulatory integrity at every stage.**

5. Project Manager experience relevant to this type of work, size of airport, type of airport and regional construction trends.

Convergent’s Senior Project Manager, Amit Bairathi, will lead this engagement. Amit has extensive experience managing aviation security projects in active airport environments, including San Diego International Airport. The real-world example below highlights his direct leadership on a comparable project, demonstrating his ability to deliver the SDM engagement with confidence and precision.

REAL WORLD EXAMPLE | SOUTHWEST AIRLINES, SAN DIEGO INTERNATIONAL AIRPORT

Convergent has been the selected security integration partner for Southwest Airlines since 2013, supporting standardized security programs nationwide. Convergent collaborates closely with Southwest Airlines’ corporate security team to design and implement scalable strategies across airports nationwide.

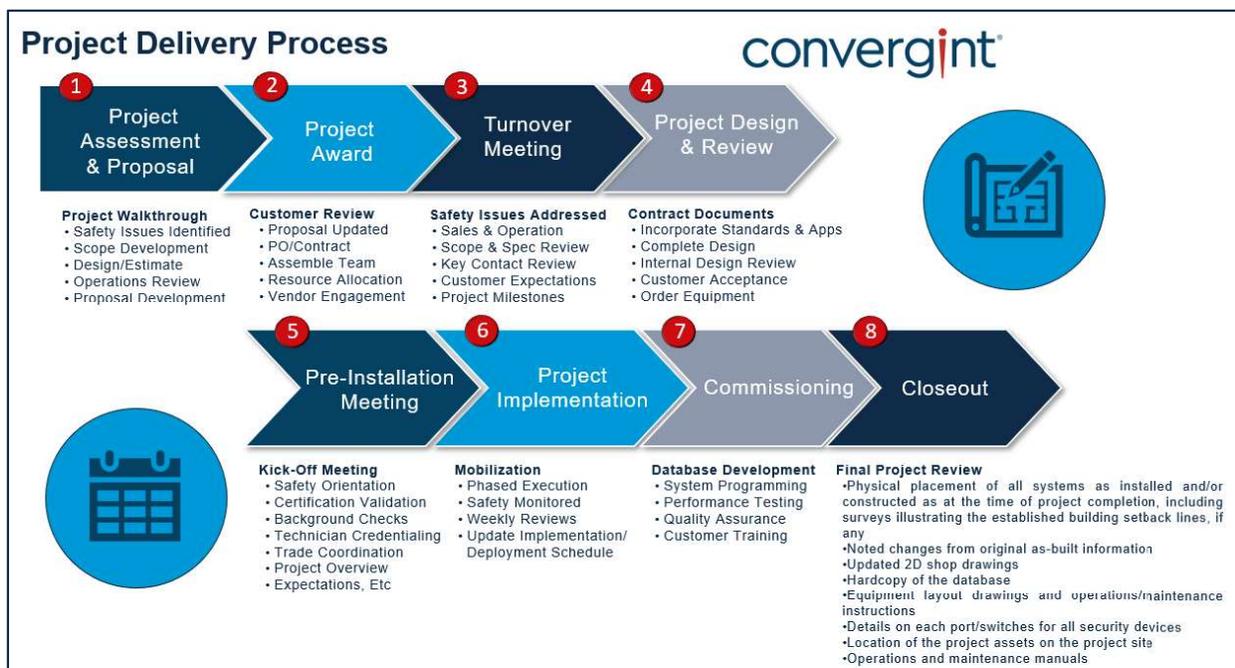
Convergent delivered a project for Southwest Airlines at San Diego International Airport’s new Terminal 1. Led by Amit Bairathi, the proposed Project Manager for the City’s RFP, the scope included 28 camera locations and 14 access control doors. Amit and his team successfully installed, programmed, and commissioned Southwest Airlines’ Avigilon/ACRE security systems, ensuring compliance with airline standards while delivering on time, within budget, and fully aligned with the scope.

Convergent brings proven project management expertise to complex security and aviation environments, as demonstrated in our successful work with Southwest Airlines at San Diego International Airport. Convergent’s structured methodology, supported by specialized tools such as iCare™ and iTrac™, ensures transparency, accountability, and effective communication throughout all project phases. This disciplined approach has been successfully applied across airports of varying size and complexity, delivering projects on time, within budget, and in full compliance with FAA and TSA requirements. The following overview summarizes Convergent’s project management process, demonstrating our ability to manage projects of this type and scale with precision and reliability.

Convergent Project Management

Convergent’s approach to Project Management incorporates many of the same elements we currently use on our contracts, with suitable adaptations for new requirements outlined in any statement of work (SOW). Convergent employs a proactive service delivery approach that emphasizes regular testing and preventive maintenance of hardware and software, with a focus on the areas most likely to cause concern. Using Convergent software tools, such as iCare and iTrac, which are detailed below, we capture data that is analyzed and used to enhance system performance and reliability.

Convergent’s identified approach to project management and delivery is detailed below. It provides the City with a Project Delivery Process outlined in the infographic below, which describes how Convergent typically runs and supports any project during the partnership with the City. The summary of each step follows the infographic.



Benefits and Value

The Convergent Project Delivery Process outlined above offers three (3) overarching benefits and values:

- 1. Clarity and Alignment |** The process ensures a clear understanding of project requirements, roles, and responsibilities from the outset, involving Convergent and City stakeholders. This clarity reduces misunderstandings, aligns stakeholders, and establishes a strong foundation for project success.

- 2. Quality Assurance** | Through meticulous planning, technical review, and rigorous testing, the process enhances the quality and reliability of the security system. This focus on quality minimizes disruptions, increases system performance, and reduces post-implementation issues.
- 3. Long-Term Sustainability** | The personnel training and comprehensive turnover documentation empower the City to effectively manage and maintain the security system after project completion. This promotes the system's long-term sustainability, ensuring that it meets security needs and adds lasting value.

Summary

The Project Delivery Process comprises eight (8) steps, each providing distinct benefits and adding value to project management and execution. Beginning with a comprehensive project assessment and proposal, it establishes clear expectations and alignment. The project award phase formalizes commitment, while the turnover meeting enhances collaboration and clarity among the team. Thorough planning and design steps improve project precision, and a pre-installation meeting minimizes surprises. During implementation, accurate execution adheres to schedules and minimizes disruptions. Rigorous commissioning ensures system reliability, and the closeout phase empowers customers with training and documentation for long-term sustainability and satisfaction.

Each step in the Project Delivery Process contributes to the project's success by **fostering clear communication, thorough planning, quality assurance, and effective transition**. This approach ensures the project meets the City's objectives and enhances the satisfaction and long-term system performance. To sustain these outcomes beyond implementation, Convergent leverages our iCare platform, providing ongoing visibility, accountability, and proactive support throughout the system's lifecycle.

Convergent iCare

iCare is a custom-built extension of Convergent's industry-leading customer support services. It is a fully integrated, web-based, 24/7 support tool that allows customers to submit work orders and support requests at any time. It connects all aspects of the Convergent enterprise, including customers, schedulers, service coordinators, and field technicians, through a comprehensive system. The portal fosters collaboration and provides customers and Convergent colleagues with status and reporting capabilities. iCare supports Convergent's goal of being our customers' best service provider.



All maintenance projects, site visits, and work orders are tracked through iCare, including specific details such as task descriptions, colleague hours, technician timestamps, materials used on-site, and notes detailing the work completed. iCare provides transparent reporting on these requests. Customers can monitor all aspects of a work order, from the initial service request through to the final resolution of the issue. Customers can initiate support requests from a smartphone, tablet, or desktop computer, and progress/status can be monitored and tracked in real-time.

icare™ features



Financial spend



Metric and reporting



Service work order entry, status, and process



Support service delivery and process



Online library for sharing and collaboration



Web-based, real-time information portal

Benefits and Value

iCare is an online customer service portal that enables collaboration and accountability among all the project stakeholders.

iCare's **Response Time and Service Tickets** include all work order history, date and time stamp of status changes, and work order activity. At any time (and in real-time), customers can review the status of all open/closed preventive maintenance, repairs, modification/installation services, as well as emergency maintenance and test and inspection visits, for both existing and new security systems.

This responsive communication enables customers to simplify the complexity of maintaining and servicing facility systems and budgets. The iCare portal provides visibility into expenditures on service-related repairs, broken out by equipment and labor. If a project team member submits a maintenance or service request through Convergent's 24/7 call center, iCare will capture relevant data elements for service calls and preventive maintenance. The process remains identical whether a service call is created Monday through Friday, 7:00 AM – 5:00 PM, or outside of standard business hours. This ensures consistency in service delivery and provides timely updates on all work orders.

In addition to the emergency and non-emergency service call response times, Convergent will collaborate with the City to define metrics and goals that best drive business outcomes. Convergent's metrics are generated by the workers and technicians in the field, automatically gathered and correlated in iCare, and compared to the goals agreed on with the customer.

iCare can provide:

- Evaluating trends in metrics such as First Time Fix (FTF)
- Priority call response time
- The average cost per call

All invoices that are issued during the project can be captured in iCare and are available for project team members to review (based on permissions) at any time.

Convergent takes metrics and tracking one (1) step further via the guidelines listed below. Each month, metrics are reviewed by each CTC, both individually and collectively, to ensure that customer expectations are met.

Convergent's **Service KPIs** include some of the following:

- Spending per type of facility over the total cost
- Total number of work orders by type
- Percent of Priority 1 (P1) service metrics met
- Percent of Priority 2 (P2) service metrics met
- Number of phone repairs versus site repairs
- Average cost per work order per type
- Trending for average cost and calls
- Total spending by equipment type
- Average spending by equipment type



As part of iCare, Convergent will provide the City with a web-based user Service Portal, offering real-time information on service work orders, reporting, and access to global information management through a centralized information repository. The iCare portal does not require the use of a specific web browser or downloading a proprietary application. Current features of the iCare service portal include proposal requests, work orders, and reporting.

iCare gives the City the ability to create preventive or on-request service **Work Orders** from one (1) location for all facilities, including the ability to:

- Select work order priority (P1, P2, P3, P4) and required response time
- Display site requirements specific to each site/location

The iCare system also provides real-time work order information and status updates based on pre-programmed workflows set to meet the customer's communication requirements.

Work order history includes timestamps of work order activity (including date and time), parts ordered, a description of the work performed, and a summary of invoicing and billing.

With iCare, **Reporting** is easy. The City will have the ability to request reports by building, campus, or all locations at any time, including:

- Service/work orders

There are three (3) types of reporting for **Service Work Orders**: metrics, service spending, and status reports.

- 1. Metric Reporting** | A quantitative measurement of the response to the user-defined service level agreement (SLA). The reporting period can be monthly and include 12 months from the current month. Metrics reflect results for all priorities of work orders and include:
 - Measurements of the percent of time the specialist arrived on site within SLA
 - Average hours to on-site arrival from the time the work order was created
 - Average days to finish the work order
- 2. Service Spend** | This reporting period can be monthly and include the prior 12 months from the current month. Information consists of the total value of invoices, the number of invoices, and the average spend/invoice.
- 3. Status Reporting** | This can be updated in real-time to reflect changes to the status of the work order. From all status reports, users can link to view work order information. Report information includes the following:
 - Time the service request is received
 - Time of service dispatch to the technician
 - Time the technician departs for the customer site
 - Time of arrival on site

- Technician notes identifying action taken and resolution, as well as any outstanding issues
- Time of completion
- Time the technician departs the site
- Work order status (open/dispatched/en route/on-site/parts on order/awaiting customer action/finished)
- **Multiple status reports |**
 - **Work Order Summary |** A historical listing of all created work orders, status time stamps, and problem resolutions
 - **Open Work Order |** A listing of all open work orders, current status, problem definitions, and resolutions
 - **Work Order History by Site |** All work orders for selected building(s) and timeframe, with the ability to link to the order from the report
 - **Work Order History by Equipment |** All work orders for a selected piece of equipment for defined building(s) for a specified time, with the ability to link to the work order from the report

iCare offers an **Information Repository**. Without exiting the user portal, iCare can provide web access to a file-sharing application, providing the City the ability to:

- Upload and edit all files (without limitation to file type)
- Read files posted by others
- Provide simultaneous viewing and collaboration by multiple users

All Proposal Request or Service Work Order document attachments will be automatically stored in the Information Repository.

Convergent understands that Security is a crucial factor when it comes to protecting customer data. All customer data will be protected through a documented security structure that includes the following elements.

- Data transmission protection through a 256-bit encrypted SSL certificate
- Unique user combination email/password to access the portal
- Each user is assigned:
 - **Access |** Building users can be assigned permissions, with the ability to set access from one (1) building to any combination of buildings, including all buildings
 - **Permissions |** Topics within iCare for which a user can perform functions for defined access
- Hardware and software-based intrusion detection, network monitoring, and policy-based procedures
- Customer IT testing and evaluation will be required before secure document storage implementation

Summary

Convergent iCare is a web-based, 24/7 customer support platform designed to streamline service requests, work orders, and proposal management. It connects customers, service coordinators, and field technicians in a single, integrated system, ensuring efficient collaboration and real-time tracking of maintenance projects. **iCare offers transparent reporting, enabling users to track work order status, technician activity, and service costs from request submission through to completion.** The platform enhances accountability through detailed metrics, including response times, first-time fix rates, and cost tracking. Customers can submit and track service requests from any device, ensuring consistency in service delivery. **iCare also offers a secure document repository for file sharing and proposal tracking, while advanced security protocols protect customer data.** With real-time

updates, reporting tools, and performance tracking, iCare simplifies facility maintenance and service management, ensuring reliability and efficiency.

While iCare provides ongoing service and support throughout the system's lifecycle, Convergent iTrac complements this by focusing on project tracking and commissioning. iTrac gives the City visibility into every stage of installation and project delivery, ensuring accountability, transparency, and measurable progress from design through closeout.

Convergent iTrac

iTrac is Convergent's customized application for project commissioning and workflow tracking, enabling Convergent to be our customers' best global service provider.



Convergent iTrac is a customer-facing project delivery tool that implements workflow and demonstrates actual project achievement. Track and report on project activities using iTrac, Convergent's own project tracking tool, made available license-free to all customers. Customize your required workflows in iTrac to ensure that frontline colleagues performing the work accurately input the required requirements. iTrac will provide you with the accountability and transparency needed to complete your project successfully every time. iTrac data is recorded by the user assigned to perform the task. This means that collected data is not a progress estimate but a record of the completion of an activity related to each device or task. Please see below for an overview graphic for iTrac.



During **Pre-Sales**, the Convergent colleague(s) could conduct a **Site Survey**, allowing them to identify various activities to provide insight to the City. Below are just a few of those activities.

- Gather data from sites
- Allows for historical data to be collected to prioritize sites
- Site info for service specialists
- Large site surveys can be conducted



During **Project/Program Delivery**, the Convergent colleague(s) track **Installation and Commissioning**. iTrac enables the customization of specific project requirements based on individual project scope at the device level, thereby avoiding the generic grouping of deliverables. The ability to build custom project requirements enables very detailed reporting; users begin

with a high-level approach and drill down into specific information based on system type and device-level details. Below are some of the ways this is completed.

- Consistent standards for project execution across programs
- Real-time project status reporting – Customer and project managers
- Asset management
- Workflow tracking
- Sign-off by the City – validate that the installation has met the standards
- Certificates at project completion



During **Preventive Maintenance**, the Convergent colleague(s) create and update **Maintenance Records**. This could include the following:

- Preventive maintenance tracking
- Device data and images stored for records

Benefits and Value



iTrac data is hosted on the Azure Cloud platform, providing controlled access to the software database. This is done to protect the **Project Data Security**. All data is encrypted end-to-end; external users are vetted and must be approved at two (2) levels. With complete control over the viewable information, only relevant data is provided to users accessing the system to perform project work. Internal and external users can only access projects and areas of their assigned projects.

iTrac can be synced to devices for offline use while maintaining the same data security level. Should the device be lost or stolen, the data will remain encrypted. The City and Convergent colleagues can securely share all project information, and project site records are entered without the need for paper documents. Without paper documents, the risk of those without knowledge losing or viewing sensitive information is reduced.

Convergent invests in training and supporting our colleagues; iTrac use is no exception. We have a team dedicated to product development, training colleagues, and helping customers and colleagues. These subject matter experts manage the needs of internal and external stakeholders, focusing on ensuring that colleagues and customers are supported and that tool deployment is successful for all.

Summary

Convergent's iTrac application is a **customized project commissioning and workflow tracking solution available** in a secure online environment. It is designed to enhance its role as a global service provider while providing instant access to **project reporting** and the ability to set specific milestones and standards. By allowing customers to **tailor workflows, capture task completion data, and ensure data security**, iTrac optimizes project execution and streamlines communication, leading to substantial time and cost savings for the customer.

<https://www.convergent.com/services/itrac/>

Together, Convergent's Project Delivery Process, supported by iCare and iTrac, provides the City with complete lifecycle assurance, from transparent project tracking through reliable long-term service. This integrated approach ensures the system is delivered on time, within budget, and maintained at peak performance in full compliance with FAA and TSA requirements.

6. Experience and certifications of team members in relation to airport security systems and related infrastructure

Convergent's greatest strength is our people. We hire and develop the industry's most dedicated and qualified colleagues, supported by an aggressive certification plan that encompasses the latest technology innovations, industry trends, and regulations.

Convergent's project execution will be led by our **San Diego-based CTC**, staffed by certified professionals with expertise in aviation, access control, and systems integration. This team will serve as the primary point of contact for the City regarding this project and any future projects. Our local team has deep experience working in secure, active airport environments, ensuring compliance with FAA/TSA standards while maintaining operational continuity.

Detailed qualifications, certifications, and airport-specific project experience for each proposed team member are included in the resumes within the Staffing Plan section of this proposal. These resumes provide the City with direct evidence of the team's capabilities and readiness to deliver this project successfully.

7. Working relationship with federal, state and local agencies such as the FAA Airport District Office, California State Division of Aeronautics, and City of San Diego Departments, etc.

Convergent delivers security integration services that meet or exceed all applicable federal, state, and local guidelines, including those set forth by the TSA and FAA. Our disciplined approach ensures regulatory alignment across all project phases, from design through lifecycle support, within active aviation environments. This gives the City confidence that SDM's system will be implemented in full compliance with applicable regulations from day one (1).

Convergent has delivered direct integration services at **over 70 airports nationwide and supports customers operating within more than 100 airport environments**, including airlines and other aviation stakeholders. This breadth of experience has fostered strong working relationships with federal agencies, including the FAA Airport District Offices and TSA field leadership. As a result, the City benefits from a partner that understands federal priorities and can streamline coordination with agency representatives.

Convergent integrates California's regulatory requirements into every project, including CEQA thresholds and low-voltage permitting. We maintain full awareness of the oversight role played by the California Division of Aeronautics and ensure our work aligns with environmental and operational standards. This ensures the City avoids permitting delays and maintains compliance with all state-level requirements.

Convergent's San Diego-based and national teams collaborate closely with city and county officials to ensure compliance with construction access protocols, coordinate badging, obtain low-voltage system permits, and develop operational continuity plans. These practices are institutionalized across our delivery framework to ensure transparency, safety, and minimal disruption. This gives the City a project partner that can operate efficiently while maintaining daily airport operations.

Convergent maintains awareness of broader regional aviation planning frameworks and ensures our work aligns with local expectations for safety, transparency, and operational integrity. We have supported multiple infrastructure and security initiatives across the San Diego region, including city-owned facilities

and public-use airports, through direct integration services, subcontracting partnerships, and technology deployments aligned with municipal standards. This local experience ensures the City benefits from a partner that understands San Diego's regulatory landscape and community priorities.

Convergent has also established strong partnerships with agencies across the San Diego Unified Port District, including the Port of San Diego, the City of Chula Vista, and the City of Imperial Beach. This demonstrates our ability to collaborate with neighboring municipalities to enhance regional safety and security, further supporting the City's long-term objectives at SDM.

8. Other pertinent experience

Convergent combines global reach with local service excellence. Our portfolio spans all aspects of security and life-safety technologies, including detention facilities, perimeter protection, secure communications, crime labs, first responder stations, and fleet vehicle protection. This broad expertise ensures the City benefits from a partner capable of addressing diverse security needs across critical infrastructure environments.

Convergent has extensive experience supporting transportation entities, as well as over 100 municipal customers and police departments across the nation. Local customers include:

- The Port of San Diego
- The Port of Los Angeles
- The Port of Long Beach
- Long Beach Airport
- Metrolink
- Alaska Airlines
- Delta Airlines
- Southwest Airlines
- United Airlines



- City of Chula Vista
- City of Temecula
- City of Imperial Beach
- City of Vista
- City of Poway
- Los Angeles County Sheriff
- Ventura County Sheriff
- Orange County Sheriff
- San Bernardino County Sheriff
- City of Seal Beach Police Dept
- City of Irvine Police Department
- City of Tustin Police Department
- City of Santa Monica Police Dept
- City of Ontario Police Department



This customer base demonstrates Convergent's ability to support customers in aviation, transportation, and public safety with systems that protect people, facilities, and assets.

Convergent operates a flat, integrated organization that reacts quickly to changing market conditions. Our structure enables us to leverage resources effectively, meeting our customers' needs and rapidly adapting to the ever-changing business landscape. Convergent relies on our colleagues and partners to meet the most challenging needs and provide a high level of project support unmatched by our competitors. We have thousands of colleagues in hundreds of company-owned locations in every region, including the following:

- North America
- Latin America
- Asia-Pacific (APAC)
- Europe, the Middle East, and Africa (EMEA)



As of October 2024

Our people, culture, technologies, and superior customer service differentiate us from our competitors. Convergent is committed to being our customers' best service provider with a culture of integrity, accountability, and excellence.



Our People | At Convergent, our greatest strength is our people. We hire and develop the industry's most dedicated and qualified colleagues, providing them with an aggressive certification plan that encompasses the latest technology innovations, industry trends, and regulations.

Our Culture | Convergent operates on a set of core Values and Beliefs (V's & B's) that express our responsibility to our customers, colleagues, and communities. Our V's & B's are not just words on a page but are the very fabric of Convergent culture. Our daily commitment to these ideas is one (1) key reason why our customers choose to do business with Convergent.



Commitment to Excellence | Convergent has been recognized as SDM Magazine's #1 Systems Integrator for eight (8) consecutive years, most recently in 2025. This distinction reflects our continued excellence in culture, systems design, project management, and long-term customer service.

Our Technologies | Convergent maintains strong relationships with the world's leading technology partners, providing customers with a choice of best-in-class solutions. This enables us to deliver cost-effective, customized, and valued solutions and products to our customers. Instead of being limited to one (1) provider or one (1) manufacturer, we promote non-proprietary systems, thus enabling you to avoid sole-source dependency while ensuring long-term system flexibility and cost-effectiveness.



Our Services | Convergent designs service programs to meet each customer's specific business goals by leveraging dedicated, certified colleagues to ensure system integrity and uptime. Convergent's customer portal, iCare, gives you real-time access to your installation projects, service work orders, status, and metrics reporting. iCare is a fully integrated tool connected to all aspects of the Convergent enterprise, from customers to schedulers to technicians in the field. Our iCare portal promotes transparency, improves customer service, and reduces costs through operational efficiency improvement.

Our Partners | Convergent is strategically aligned with the world's leading technology partners, and our partners play a significant role in the success of our organization. When delivering complex projects for our customers, connecting with partners and subcontracting partners is as crucial as partnering with product partners. Our core teams communicate effectively with all partners. Extensive knowledge gained from past project experience allows us to continue growing and delivering future successes to our customers.



Our Products | Convergent is different because we are product-agnostic. We are not limited to selling a single product; instead, we offer a diverse array of product choices. Convergent understands that interoperability among disparate system types is critical to the success of your security plans, and we have the workforce and expertise to manage complex projects at any time. Convergent can deliver a custom-fit, scalable security solution for your organization through our open-platform solution partners, who enable technology solutions tailored to your business needs.

The primary solutions that we offer include, but are not limited to:

- ACS
- Internet protocol (IP) video management systems (VMS) and cameras
- Intrusion detection
- Fire and life safety
- Network cybersecurity
- Thermal and drone radar
- AI Software
- Convergent Advanced Service Solutions (a team focused on supporting the systems once they are customized and integrated)

Convergent provides integrated security, fire, and life safety systems to protect the City's critical infrastructure assets and mitigate risk. Convergent takes a consultative and layered approach to provide a holistic view regarding security from your facility's perimeter to your company's core. We are committed to partnering with the City throughout this project and future projects with your end goals in mind.

9. Capacity/Capability to meet The City of San Diego needs in a timely manner

Convergint has more than 11,000 colleagues across 220 offices worldwide, backed by \$2.7B in annual revenue and a national logistics infrastructure. This global scale enables us to mobilize quickly, sustain delivery under challenging conditions, and support projects of any size with confidence.

For this project, Convergint's San Diego CTC will lead delivery with approximately 50 colleagues specializing in access control, integration, and aviation security. This local expertise provides the City with rapid response, proven technical capability, and direct accountability. The San Diego team is further supported by regional offices in Orange County, Bakersfield, San Francisco, and Sacramento, ensuring depth of resources and rapid mobilization capability across the state.

As part of every project, Convergint's planning process anticipates risks, contingencies, and personnel requirements. This proactive approach ensures the City's project is delivered on time, fully staffed, and aligned with scope.

Together, Convergint's combination of local service and global resources provides the City of San Diego with responsive, dependable support and a future-ready security solution tailored to its operational needs and regulatory obligations.

10. Reference checks

Convergint has delivered integration and security solutions for projects comparable in capacity, technical requirements, and geographic scope to this engagement. Our focus on building long-term partnerships and delivering measurable results demonstrates our ability to consistently meet performance guarantees, schedules, and quality expectations.

As required in the Contractor Standards Pledge of Compliance form, Convergint has provided three (3) customer references. Each represents projects of similar size and scope, confirming Convergint's proven ability to deliver high-quality, timely, and compliant airport security solutions. This ensures the City can validate our track record of successful performance with confidence.

D. Price

Convergint has prepared Exhibit F, Price Proposal in the required Excel format, and submitted it separately as instructed. Our pricing approach is comprehensive and compliant, ensuring that all required labor, equipment, and services are included to deliver the Scope of Work.

E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*

Convergint is not classified as an SLBE, ELBE, or other certified business entity.

However, Convergint is committed to fostering diversity and inclusion by engaging certified partners whenever possible. For this project, Convergint has selected Southland as a subcontractor. Southland is a 100% woman-owned business and a certified WBE in the State of California.

This partnership ensures the City benefits from diverse business participation, while also leveraging Southland's proven expertise in electrical and infrastructure delivery to support a successful project outcome.

Subcontractor Hiring Process

Convergint has a robust hiring process for subcontractors. To best utilize the full staffing contribution of each partner, all Convergint partners proactively submit candidates to create a qualified portfolio for each labor category. Convergint conducts a thorough candidate vetting process, including verifying qualifications and experience to meet labor category requirements and ensuring candidates possess the necessary clearances to perform the work. The selection of the most qualified candidates to meet specific customer requirements is determined using a range of attributes, including skill, fit, experience, and cost. Convergint has established corporate infrastructures with flexible management structures to respond to all projects, providing specialized expertise and accommodating increased workload for urgent, time-critical requirements.

Convergint subcontractors are selected for their proven track record of consistently acquiring and maintaining adequate staffing levels, as well as maximizing employee retention. They have a successful history of identifying performance or contract problems and taking corrective actions to resolve them before the project is impacted.

Convergint is committed to diversity, with the subcontractors selected to conduct business with it, and has experienced the benefit of working with locally owned businesses within the customer's area. From Convergint's perspective, it's a win-win for the customer's end-users and every community in the customer's location. Convergint also understands how challenging it can be for a small business with strong people and service cultures to establish connections within larger organizations. Convergint designed a Subcontractor Diversity Program to facilitate easier contact with the right people within any of its North American office locations.

At Convergint, every potential minority provider is evaluated based on whether they meet the following requirements. You must:

- Be certified as a minority, women, or disabled-owned for-profit business enterprise that is at least 51% owned, operated, and controlled by United States citizens who belong to any of the following groups: Women, African American, Asian American, Hispanic American, Native American, or Disabled American
- Have a minimum three (3) years of business history
- Meet above-average quality standards
- Demonstrate excellence in customer service
- Offer competitive pricing on your goods and services
- Provide value-added products and services
- Meet insurance and indemnification requirements
- Provide at least three (3) customer references



TAB C – COST/PRICE PROPOSAL

Convergint has completed Exhibit F, Price Proposal, in the required format and attached it separately as part of this submission. The pricing reflects a comprehensive, compliant, and cost-effective solution for the City, inclusive of all labor, equipment, materials, and services necessary to fulfill the Scope of Work.

Price Proposal

To provide additional clarity on delivery and ensure transparency, the following Project Timetable summarizes the key phases, activities, and deliverables that align with the pricing submitted in Exhibit F, Price Proposal.

Project Timetable

Converging’s phased delivery approach provides the City with a transparent and predictable schedule from design through long-term service. Each phase is structured to minimize disruption to airport operations, align with FAA/TSA requirements, and ensure timely completion. By combining local expertise with disciplined project management, Converging delivers a security solution that is on time, within budget, and ready to scale with the City’s future needs.

Please see Converging’s project timetable below.

PROJECT TIMETABLE				
PHASE	LEAD(S)	KEY ACTIVITIES	DURATION	DELIVERABLES
Phase 1 Design Build and Engineering	Amit Bairathi, Jeremy Cothran, Henry Franco	Conduct a site walk to validate existing conditions, meet with the City to align objectives and IT requirements, develop design documentation outlining the solution architecture, and build an engineered bill of materials.	Weeks 1-3	Solution architecture, bill of materials, and design documentation.
Phase 2 Pre-Install Work	Amit Bairathi	Order materials; conduct project team meetings to align on scope, timeline, and expectations; meet with the City to review and provide project documentation; finalize scheduling in preparation for installation.	Weeks 3–5	Material procurement, team alignment.
Phase 3 Implementation	Amit Bairathi, Mike Cagle, Ben Del Castillo	Begin phased retrofit of six (6) vehicle gates and nine (9) pedestrian gates; start with IDF room and Location #1, followed by Locations #2 and #3; proceed with three (3) additional phases covering three (3) locations simultaneously; install	Weeks 5–12	New ACS installation.

		solution architecture; configure new Genetec system and deploy all materials in the engineered bill of materials.		
Phase 4 Commissioning and Acceptance	Amit Bairathi, Mike Cagle	Test and inspect the new system, barcode, and inventory of all devices, and complete final commissioning procedures. Conduct system acceptance with the City.	Weeks 12–14	Approved scope of work.
Phase 5 City Personnel Training	Amit Bairathi, Jeremy Cothran	Conduct two (2) days of end-user training; demonstrate navigation of the new Genetec system; instruct City operators on entering access control parameters and triggering alerts.	Weeks 15–16	10-15 City operators trained on system functions.
Phase 6 Ongoing Support and Service	Stephanie Niebergall	Provide long-term routine service and maintenance, software, and support.	2025 - 2030	Long-term service and maintenance.

Scope of Work

Convergint will provide and install a new, scalable Genetec ACS at SDM, designed to enhance perimeter security while ensuring long-term reliability and flexibility for future expansion.

At the farthest entrance gate, Convergint will furnish and install a 20-foot post with a wireless transmitter, paired with a receiver mounted at the nearest building by the vehicle and pedestrian gate. This hybrid approach is specifically designed to accommodate the farthest vehicle and pedestrian gates, where trenching and infrastructure installation would be impractical or cost-prohibitive. All remaining vehicle and pedestrian gate locations will be supported by new hard-wired infrastructure, ensuring maximum uptime, reduced maintenance, and long-term performance.

Hardwired infrastructure provides critical advantages over wireless alternatives. Wireless systems are more susceptible to environmental interference, signal disruptions, and cyber threats that may compromise perimeter security. A hardwired design provides a direct, stable connection, ensuring continuous communication between devices and the central system. This reliability is essential in an airport environment, where uninterrupted operation and compliance with FAA/TSA regulations are mandatory to maintain safety and security.

A hardwired system also offers superior scalability. As the airport grows, additional gates, devices, and integrated technologies can be seamlessly added without the limitations of wireless bandwidth or coverage. The infrastructure Convergint proposes not only supports current project requirements but also

establishes a foundation for future expansions, such as CCTV and advanced analytics. By investing in a wired backbone today, the City secures a resilient, future-ready system.

To support this infrastructure, Convergent will excavate approximately 1,700 feet for new underground pathways, including saw-cutting, demolition, and patch-back services. New ¾" PVC schedule 40 conduit will be installed to each vehicle and pedestrian gate, as shown in Attachment 1. Convergent will also provide seven (7) security equipment enclosures, four (4) junction boxes for low-voltage pathways, and five (5) gooseneck mounts for credential readers. At pedestrian gates, all necessary conduit and junction boxes will be installed to support card readers and related devices.

Within the IDF room, Convergent will supply and install a new Genetec Security Center ACS, including a server capable of scaling to meet the City's evolving needs. Location-based devices will power each gate, and the infrastructure will also include the capacity to support future CCTV integration at all gates. This forward-looking design ensures the City gains a reliable and adaptable solution.

To ensure long-term system performance, Convergent will provide ongoing maintenance on all proposed components through our Genetec-certified service technicians. Locally, Convergent's San Diego service team comprises a dedicated service manager, a dispatch coordinator, and highly trained technicians with daily experience supporting complex enterprise systems. This structure ensures rapid response, expert support, and consistent performance throughout the system lifecycle.



Materials

Line	Qty	Part	Description
1		Genetec Headend	
2	1.00	GSC-5.13	Security Center Version 5.13.
3	1.00	GSC-BASE-E	Genetec Security Center (GSC) Base Enterprise Package. Includes Synergis Enterprise Package with Access Manage support, Remote Security Desk, Badge Designer. Includes Omnicast Enterprise package with Archiving and Auxiliary Archiving support, Media Router
4	15.00	ADV-RDR-E-1Y	Genetec Advantage for 1 Synergis Enterprise Reader 1 year
5	2.00	SV-CFG-GSC-5.13	Streamvault Configure with Security Center 5.13.x (latest minor). Applies to all Streamvault appliances.
6	--- IT Room		
7	1.00	251149	QUADRARACK SERVER FRAME 4-POST, 7HX19WX29D, STEEL SQ MTNG HOLES, BLK
8	1.00	SRWF4U	RACK ENCL CABINET L-PROFILE VERTICAL-WALLMOUNT 4U SRWF4U
9	1.00	QCM1250-I7	ACP CREATI QCM1250-I7 QCM1250-I7 CPU
10	1.00	NPP624P	CAT 6 24 PORT PATCH PANEL 1UEACH
12	1.00	IL-SVAIO-U5-2T	IronLink SVAIO SFF U5 GPU Ready 2TB
14	1.00	IL-SVW1-U7	IronLink SVW1 MFF U7 W11
15	1.00	10105788	GS108TV3 8-PORT GIGABIT ETHERNET SMART MANAGED PRO SWITCH
16	Field Headend		
17	* Field enclosures supplied by EC		
18	3.00	SY-A1610G-AMER	Axis A1610 controller powered by Genetec - Supports up to 4 OSDP readers - Softwire ACAP included and 2 Reader licenses included and - Available in the Americas only
19	6.00	SY-A1210G-AMER	Axis A1210 controller powered by Genetec - Supports up to 2 OSDP readers - Softwire ACAP included and 1 Reader license included - Available in the Americas only
20	7.00	TI-PG541	5-PORT INDUSTRIAL SWITCH UNMANAGED HARDENED GIGABIT POE+ DIN RAIL IP30
21	8.00	5030-064	T8006 PS12 POWER SUPPLY WITH EXTENDED TEMP
22	14.00	AL300ULMR	12/24 VDC 2.5A UL LISTED P/S
23	10.00	5503-104	MAINS ADAPTER T90C10 INDOOR MAINS POWER SUPPLY FOR T90C10 ILLUMINATOR
24	6.00	EN1252	LONG RANGE DUAL INPUTTRANSMITTER
25	Badge Equipment		
26	1.00	055108	DTC4500e Dual-Side Printer: Base Model, USB and Ethernet Printer - WITHOUT Locking Hoppers + HID Prox, iCLASS (SE), MIFARE/DESFire, and Seos Smart Card Encoder (OMNIKEY 5127-USB ONLY) *Not a drop in replacement for OMNIKEY 5121 or 5125.
27	5.00	EN1235S	Single-Button, Belt Clip Pendant Transmitter
28	2,000.00	1386LGGMH	ISO PROX II GRAPHICS QUALITY VINYL PROX CORP1000 HORIZONTALSLOT PUNCH 26BIT
29	Field Devices		

Line	Qty	Part	Description
30		--- ACS Edge Devices	
31	16.00	40KHNS-03-00059X	SIGNO 40K PIV, BLK/SLVR, PIG, CRD PFL CSTM, FIPS200BIT, BLEMG, NFCMG, OSDP, V2, TM, CSN SUPR, EACH, ASCII, NOPAR, LEN:13, FC:0, LED:OFF, FLSH:OFF, NOBZ R, KBD:RED, KBZR, VIS:ON, SRF:ON, VEL:OFF
32		--- Locking Hardware	
33	9.00	SCHND80 EU-PD- RHO-626 C RX	KIT - Grade 1 Electric Lock/Unlock (EL/EU) Storeroom, Cylindrical Lock, Rhodes Lever, 12/24VDC, RX (Request to Exit) Switch, Key in Lever, 6-Pin C Keyway (Brushed Chrome Cylinder 626), 2-3/4in Backset, UL, ANSI Strike, 626/US26D Satin Chrome
34	9.00	LCN4040X P-RW/PA- AL	XP Heavy Duty Door Closer, Cast Iron, Surface Mount, Tri-Pack Arm for Regular Pull Side, Top Jamb, or Parallel Arm Mount, Plastic Cover, ADA Adjustable Spring Size 1-6, Grade 1, TBSRT Screw Pack, 689/AL Aluminum Powder Coat
35	18.00	DONRP- 14-2-630	Repair Plate 4.5in x 14in, 2-1/8in Hole with Thru Bolt Holes, 630/US32D Stainless Steel
36	9.00	GRI4460A	1-1/2in Long Mini Aluminum Surface Set with 19in Armored Cable, 1in+ Gap, Hidden Terminals, Closed Loop (N/O), Aluminum Housing
37		--- Siklu Devices	
38	1.00	EH-614TX- ODU-POE	ETHERHAUL-614TX POE ODU EXTENDRANGE W/INTEGRATED ANTENNA W/ 500MBPS UPGRADE 10G
39	1.00	10289352	MultiHaul TG Point-to-point Bundle 1000mbps, Includes 2x Radios PoE Injectors, MK
40	1.00	EH-UPG- 500-1000	CAPACITY UPGRADE FROM 500 TO 1000MBPS
41	1.00	EH-MK-SM	ETHERHAUL MOUNTING KIT FOR ALL SMALL ODUS AND 16CM ANTENNA
42	1.00	AX-SRG- 10G	10 GBE ETHERNET/POE SURGE PROTECTOR (INDOOR) 802.3AB/BZ/AN
43	1.00	AX-IN-10G- 60W-AC- POE-US	AX-IN-10G-60W-AC-POE-US POE INJECTOR 60W 10GBPS 100-240 AC US CABLE
44		Cabling	
45	10.00	WG- 47620312	18/4 SOL CL2P TH 4X2.5C RL NAT
46	10.00	222600307	OSDP CARD READER CABLE (RS485)24-2P STR OVERALL SHLD LSPVCCMP 60C 300V 1000FT