AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO

AND

FILEONQ

TO PROVIDE SOFTWARE, LICENSING, AND MAINTENANCE AND SUPPORT SERVICES FOR THE PROPERTY & INVENTORY MANAGEMENT SYSTEM

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and FileOnQ, Inc., a Washington Corporation (Contractor).

RECITALS

A.   City wishes to retain Contractor to provide software, licensing, and maintenance and support services as further described in the Scope of Work (Services), attached hereto as Exhibit A. Contractor has the expertise, experience, and personnel necessary to provide the Services.

B.   City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Services.

C.   This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

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

ARTICLE 1
CONTRACTOR SERVICES

1.1   Scope of Services. Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2   Contract Administrator. The San Diego Police 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:

> Lisa McKean, Lieutenant, Operational Support
> 1401 Broadway, San Diego, CA 92101
> MS 776
> (619) 531-2149
> lmckean@pd.sandiego.gov

1.3   General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4   Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

ARTICLE 2
DURATION OF AGREEMENT

2.1 **Term.** This Agreement shall be effective retroactive to July 1, 2021 upon execution by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40, and shall remain in effect for a term of five (5) years through June 30, 2026. The term of this Agreement shall not exceed five (5) years unless approved by the City Council by ordinance.

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

ARTICLE 3
COMPENSATION

3.1 **Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed $650,000.

3.1.1. The Evidence Room license and software products as described in Quote #7868, in Attachment D, will be prorated for six months for a total of $21,665.49 from July 1, 2021 through December 31, 2021.

3.1.2. The fee for the SARTOnQ license and software products has been paid in full through December 31, 2021 by invoice number #8621.

3.1.3. Beginning January 1, 2022, the Evidence Room and SARTOnQ license and software products annual fee will be combined for a total of $64,008.97 annually as follows:
> January 1, 2022 through December 31, 2022 - $64,008.97
> January 1, 2023 through December 31, 2023 - $64,008.97
> January 1, 2024 through December 31, 2024 - $64,008.97
> January 1, 2025 through December 31, 2025 - $64,008.97
> January 1, 2026 through June 30, 2026 - $32,004.49

3.1.4. Beginning January 1, 2022, Quartermaster fees to include license and software products will be as follows:
> January 1, 2022 through December 31, 2022 - $122,417.90
> January 1, 2023 through December 31, 2023 - $21,198.00
> January 1, 2024 through December 31, 2024 - $21,198.00
> January 1, 2025 through December 31, 2025 - $21,198.00
> January 1, 2026 through June 30, 2026 - $10,599.00

3.1.5. FileOnQ will be compensated for upgrades and equipment upon written approval by the City.

ARTICLE 4
WAGE REQUIREMENTS

4.1   **Wage Requirements Reserved.**

ARTICLE 5
CONTRACT DOCUMENTS

5.1   California Public Records Act. Contractor acknowledges that any information submitted in this Contract 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 contractor 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 contractor 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 contractor 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 contractor will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the contractor'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 contractor's request. Furthermore, the contractor 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 contractor or obtain the contractor's approval or consent before releasing information subject to disclosure under the CPRA.
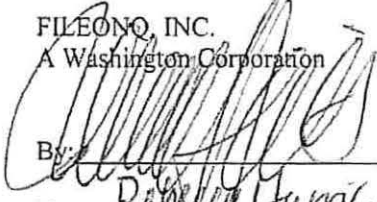
ARTICLE 6
CONTRACT DOCUMENTS

6.1   **Contract Documents.** This Agreement including its exhibits and attachments completely describes the goods and services to be provided.
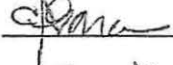
6.2   **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

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

FILEONO, INC.
A Washington Corporation

By: _____

Name: Rebecca Hurris

Title: COO

Date: 12/31/2021

CITY OF SAN DIEGO
A Municipal Corporation

By: _____

Name: Claudia C. Abarca

Director, Purchasing & Contracting

Date: January 11, 2022

Approved as to form this 21 day of
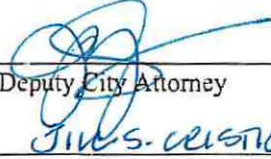January, 2022
MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Jill S. Cristich
Print Name

_____   _____

_____   _____

EXHIBIT A
SCOPE OF WORK

A. OVERVIEW

FileOnQ provides the software, license, and maintenance and support for the property and evidence management for the San Diego Police Department. FileOnQ's computer software system includes the EvidenceOnQ system which also houses the SARTOnQ module and Quartermaster, an inventory management system for the department. EvidenceOnQ is a management system that is used to impound property or evidence that is critical to the investigative function of the Police Department. SARTOnQ is another management system that is used specifically to impound and track sexual assault forensic evidence (SAEK) kits. Quartermaster is the system that will track and provide reports of assets and inventory for the Police Department. FileOnQ is the incumbent system used to maintain over 1,200,000 property and evidence impound records and the number is expected to increase over the term of this Agreement.

B. REQUIREMENTS AND TASKS

FileOnQ shall provide the license, maintenance and support for EvidenceOnQ, SARTOnQ, and Quartermaster, in accordance with the terms described in FileOnQ's Service Level Policy (Attachment A- Scope of Services), the associated pricing for EvidenceOnQ and SARTOnQ (Attachment B- Quote), and the proposal for Quartermaster (Attachment C- Quartermaster Proposal).

Based on City needs, the following additional equipment may be purchased to provide enough equipment for a full staffed Property and Evidence Unit:

Zebra 7.1.2 Android units, Model TC700k, or the most current model compatible with the existing docking stations. These units are used by staff to complete transfers of evidence, inventories and check-outs. They are necessary to efficiently complete and document the hundreds of transfers per day.

FileOnQ shall not be compensated for the additional equipment unless the cost for the equipment is approved, in writing, by the City.

In-version upgrades as described in Attachments B and C are included in the annual costs. During the term of the Agreement, any additional FileOnQ version upgrades and equipment to improve and support the efficiency of property and evidence tracking and storage are not covered in the annual costs and shall be approved, in writing, by the City.

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.

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ARTICLE IV
SUSPENSION AND TERMINATION

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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 Contact, 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.

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ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

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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.

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ARTICLE XIII
MISCELLANEOUS

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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.

File On Q

Service Level Policy: Valid: **January 1, 2022 through June 30, 2026**

Honoring Multi MTX Agreement / Billed ANNUALLY
Combined Apps Evidence & SART TRACKING

Customer: San Diego Police Department
                         EVIDENCE ROOM & SART TRACKING
Address: 1401 BROADWAY
                         San Diego, CA 92101-5710

1. **Purpose:**   This is a statement of policy for customers of FileOnQ. FileOnQ strives to provide prompt, quality service for our customers the first time, every time, in a manner that ensures the customer's success with their FileOnQ software product. The levels of service provided will be measured and monitored by the Director of Customer Services and Technical Support staff.

2. **Mission:** The mission of FileOnQ is to provide fast, friendly and professional service and to go beyond the minimum requirements to ensure the customer's satisfaction and success with our products.

3. **Definitions:**

   - Help Desk: Customer's internal support resource who provides the first level of support for the software.

   - Customer Contact: Person designated as the primary contact for Support calls. Only authorized Customer Contacts will be allowed to contact FileOnQ Technical Support.

   - Technical Support: Staff and resources dedicated to level II support of all customer support issues.

   - Level III Support: Members of engineering assigned to resolve complex customer issues.

   - Customer: Users of FileOnQ software who have chosen a direct support relationship with FileOnQ, who have a valid maintenance contract, and are using a current version of the software.

   - Emergency Support: Issues at priority 0 or 1, as defined in section 4, requiring support outside of normal service hours. Telephone Support coverage is defined in section 12.

4. **Goals and Metrics:**

   - Response Time: The time between the Customer Contact notifying Technical Support of their need for support and the return call from Technical Support.

   - Escalation Time: The time between the start of troubleshooting by Technical Support and the escalation of the issue to Level III Support or Support Management.

Priority Level	Description	Response Time	Escalation Time
0	System down. Users unable to access or input records.	1 hour	1 hour
1	Significant problem. Multiple users are down or key function is unavailable.	1 hour	2 hours
2	Minor problem. Some records not available or a feature is not operating properly.	2 hours	1 day

Priority Level	Description	Response Time	Escalation Time
3	Intermittent. Problem may slow down data input or retrieval, or a workaround is needed to use a feature.	2 hours	1 month
4	Cosmetic. Does not affect ability to efficiently enter and retrieve data or use all required features	4 hours	6 months

FileOnQ will measure response and escalation times monthly and will conduct regular customer satisfaction surveys

5. **Services to be provided by FileOnQ Technical Support:**

- Customer telephone support
- Customer e-mail support
- Use of GoToMeeting for troubleshooting assistance
- After hours emergency support
- On-site support available at an hourly rate plus travel expenses
- Limited emergency hardware loaners
- Escalation to level III support
- Escalations to 3rd party supplier
- Unresolved Calls reporting

6. **Service Levels:** For each of the services specified in section 4, a parameter or set of parameters, which give a measure of the quality of the service, is specified. The target values for these parameters represent the service level that FileOnQ strives to provide. The FileOnQ Director of Customer Services may modify these parameters as needed. Modifications to this agreement will not commence until the customer has been given 30 days notice. FileOnQ shall not be required to honor these commitments should the contract between FileOnQ and the customer be canceled.

- Customer telephone support: Telephone support is provided on a call back basis. Once a message is left, a support analyst will return the call within the response time specified in section 3. Problems are handled immediately, and resolution is not to exceed the escalation time specified in section 4 before being escalated to level III support. Telephone support coverage is defined in section 11.

- Customer e-mail support: The response time for e-mail support is not to exceed 24 hours (excluding weekends and holidays), although it will typically be less than 4 hours. Problems are answered immediately when read, unless the problem requires escalation.

- Use of GoToAssist™ or GoToMeeting™ for troubleshooting assistance: FileOnQ Support Analysts may use our GoTo enabled website to access machines to assist in troubleshooting. GoToAssist will allow the Analyst to see what the customer is seeing and control the customer's PC. This is available only to customers who have Internet access available to their machines. FileOnQ cannot access any machine without the customer's permission.

- After-hours emergency support: FileOnQ offers emergency technical support during times not covered by normal support hours defined in section 11. This option is available to customers who choose to purchase our premier maintenance contact. The response time for emergency voice mail messages is not to exceed 2 hours. Problems are handled immediately; however, some company resources may not be available at the time of service, which may affect the overall resolution of the problem.

● On-site support available at an hourly rate plus travel expenses: FileOnQ provides on-site technical support for an hourly rate, plus travel expenses, should a problem be deemed unsolvable via the telephone or on-line web support. The Director of Customer Services will give authorization for on-site support.

● Limited Hardware Loaners: FileOnQ provides a limited inventory of hardware loaners (such as barcode scanners), for any equipment purchased from FileOnQ that fails and requires service from the manufacturer. These loaners can be shipped next day air upon FileOnQ's receipt of a valid PO for the value of the equipment to be shipped. PO's must be received by 2:30 PM Pacific Time to be shipped that day. Hardware not returned within 30 days of shipment will be invoiced for the full cost.

● Escalation to level III support: Problems that cannot be resolved within a reasonable time after the initial contact will be escalated to level III support based on the escalation schedule defined in section 4. FileOnQ will direct all resources necessary to bring the problem to resolution.

● Escalation to 3rd party vendor: In some instances, the customer may receive a higher level of service working directly with the vendor or manufacturer of one of the 3rd party products supplied by FileOnQ. Technical Support may direct the customer to those resources as needed.

● Unresolved Calls reporting: The FileOnQ Director of Customer Services will run an Unresolved Calls Report on a weekly basis in order to monitor quality. Results are reported to FileOnQ upper management and discussed with appropriate staff members.

7. **Scope and Limitations:**

● FileOnQ will provide support for software manufactured by FileOnQ, and hardware sold by FileOnQ. This includes:

   1. Installation and configuration support for the FileOnQ Server application
   2. Installation and configuration support for the FileOnQ Client application
   3. Hardware configurations & troubleshooting
   4. Defect maintenance
   5. Database problems caused by a supported FileOnQ product.

● Support will be provided either by email or telephone and/or online web support.

● Support will only be provided to authorized Customer Contacts who are familiar with the FileOnQ products in use. The Customer Contact must also be familiar with the application being run.

● The following list details some of the issues that are not covered by a maintenance contract. This list should in no way be considered exhaustive.

   1. Database Management
   2. Maintenance or troubleshooting of the network
      a. Connections
      b. Operating system
      c. Infrastructure
   3. Data or system security

    4. 3rd Party Software
    5. Maintenance of the Server
        a. Operating System
        b. Hardware

8. **Management Escalation Procedure:** All requests to escalate to management will be responded to by the Director of Customer Services within 2 hours. In the event the Director of Customer Services is unavailable, the backup team member will handle the problem and use all available resources to remedy the problem.

9. **Defect Prioritization:** Defects discovered by Technical Support on shipping versions of software will be reported to the Engineering team. These defects will be prioritized with other issues. Customer priorities will be based on the following criteria:

- Number of customers potentially impacted by the defect
- Severity of the defect to the operation of the customer
- Impact to data integrity

10. **Defect Resolution:** Defect resolution may take any one of the following forms at the discretion of the Defect Resolution Team (executive staff from Customer Support, Development and Quality Assurance).

- Work around
    1. Redesign of the customer's application
    2. A change in the database
    3. A change in the customer's operational procedures
    4. Other
- Installation of a software patch
- Upgrade to a newer release of the version

11. **Customer Responsibilities:** FileOnQ will support software that is provided to the customer by FileOnQ. FileOnQ cannot take responsibility for managing or maintaining a customer's network or database.

- Customer must utilize their internal Help Desk for assistance before calling FileOnQ Technical Support.
- Caller must be an authorized Customer contact, familiar with the client and server portions of the software.
- Caller must be an authorized Customer contact, familiar with the application and their own data management.
- IT resources may be required for some issues.
- Customer must be using current versions of FileOnQ software.

12. **Operational Procedures:**
- Contact information:
  1. **Email**: Support@fileonq.com
  2. **Ph: 800-603-6802 OPTION 4,** Monday through Friday 5:00 AM to 5:00 PM Pacific Standard Time excluding holidays.

After hours support covering evenings, weekends, and holidays after business hours is an option.

- Call Tracking
  1. Customer records will be maintained in a Customer Support Call Tracking system. All communications between the customer and Technical Support will be logged under the customer record to maintain a history of the customer's system and issues to allow for personalized service and support.
  2. FileOnQ will utilize this system to maintain control of all incoming and open issues with the customer to provide the highest level of service and follow-up.

- Prioritization

Most calls will be handled on a first come first served basis; however, situations of a critical nature may be taken out of turn. Customers must communicate the level of criticality when contacting FileOnQ based on the chart in section 4.

Rebecca Harris, COO
Phone: 800.603.6802 ext 125

_____
San Diego - Customer Contact **Signature**

_____
San Diego - Customer Contact **Name / Title**   _____
                                                      Date

FileOnQ™

QUOTE

Do not pay from this QUOTE - This is NOT an invoice

832 Industry Drive
Tukwila WA 98188

Date	Quote#
10/29/2021	7909

VENDOR # / CUSTOMER #:
10030553 / 20275

Name / Address
San Diego Police EV & SART Maybelline Ridgeway/Analyst 1401 BROADWAY San Diego, CA 92101-5710

Item	Description	Qty	Cost	Total
ANNUALMTX	MULTI YEAR AGREEMENT - EVIDENCE ROOM: Paid Annually FileOnQ Software Maintenance: EV January 1, 2022 through December 31, 2022	1	43,330.97	43,330.97
ANNUALMTX	FileOnQ Software Maintenance: EV January 1, 2023 through December 31, 2023	1	43,330.97	43,330.97
ANNUALMTX	FileOnQ Software Maintenance: EV January 1, 2024 through December 31, 2024	1	43,330.97	43,330.97
ANNUALMTX	FileOnQ Software Maintenance: EV January 1, 2025 through December 31, 2025	1	43,330.97	43,330.97
ANNUALMTX	FileOnQ Software Maintenance: EV January 1, 2026 through June 30, 2026 (Prorated half 2026)	1	21,665.49	21,665.49
	MULTI YEAR AGREEMENT - SART KIT TRACKING : Paid Annually			
ANNUALMTX	FileOnQ Software Maintenance: SART January 1, 2022 through December 31, 2022	1	20,678.00	20,678.00
ANNUALMTX	FileOnQ Software Maintenance: SART January 1, 2023 through December 31, 2023	1	20,678.00	20,678.00
ANNUALMTX	FileOnQ Software Maintenance: SART January 1, 2024 through December 31, 2024	1	20,678.00	20,678.00
ANNUALMTX	FileOnQ Software Maintenance: SART January 1, 2025 through December 31, 2025	1	20,678.00	20,678.00
ANNUALMTX	FileOnQ Software Maintenance SART January 1, 2026 through June 30, 2026 (Prorated half 2026)	1	10,339.00	10,339.00
OnQ-MobileOnQ Sof...	MobileOnQ Equipment TC70x & TC70x Equipment Software	2	3,445.00	6,890.00

ALL MAJOR CREDIT CARDS ACCEPTED

FileOnQ Technology/Product Protected by Patent No's
RE47071 & RE47094

Federal ID # 91- 1947942

Questions contact: Becky@FileOnQ.com / 800-603-6802 Ext. 125

Subtotal	
Sales Tax (7.75%)	
Total	

FileOnQ™

832 Industry Drive
Tukwila WA 98188

QUOTE

Do not pay from this QUOTE - This is NOT an invoice

Date	Quote#
10/29/2021	7909

VENDOR # / CUSTOMER #:
10030553 / 20275

Name / Address
San Diego Police EV & SART Maybelline Ridgeway/Analyst 1401 BROADWAY San Diego, CA 92101-5710

Item	Description	Qty	Cost	Total
OnQ-Upgrade 8-Des...	EvidenceOnQ desktop client v8 upgrade EvidenceOnQ WebView v8 upgrade SART Tracking database desktop client v8 upgrade SART Tracking database WebView v8 upgrade (Per S Turner Quote 05/11/2021) One time payment $13,500 Separate from Maintenance. ***This estimate is for the customer's future FileOnQ Maintenance and Support Contract. Prices reflected are based on customer's current and existing FileOnQ Software systems and client seats. Any additions to the customer's software licenses will increase estimate. Please note, this is only an estimate and is intended for budget purposes only. **FileOnQ does not require multi year renewal contract. Multi year quote is requested by San Diego Police team ** FileOnQ will honor the pricing for Multi years, with the OPTIONS: PAY IN FULL - or - INVOICED ANNUALLY AT $64,008.97/YEAR for combined apps **California taxes not included	1	13,500.00	13,500.00

ALL MAJOR CREDIT CARDS ACCEPTED

FileOnQ Technology/Product Protected by Patent No's
RE47071 & RE47094

Federal ID # 91- 1947942

Questions contact: Becky@FileOnQ.com / 800-603-6802 Ext. 125

Subtotal	$308,430.37
Sales Tax (7.75%)	$0.00
Total	$308,430.37

FileOn_Q_
Public Safety Platform

FILEONQ SOLUTIONS

PROPOSAL FOR
San Diego Police Department

*You have an important job to do and we want to
help you do it with excellence.*

PREPARED BY

Shannon Turner

Senior Evidence Expert & Consultant

206-755-7215

ShannonT@FileOnQ.com

http://fileonq.com

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QUARTERMASTER & ASSET MANAGEMENT

Dear Brian ,

Thank you for the opportunity to submit this proposal for FileOnQ' s Quartermaster and Asset Management system. We welcome the opportunity to partner with your agency to implement our flexible and configurable solution that will meet your specific needs now and long into the future. The FileOnQ system is used by various types of agencies across the U.S. including police and sheriff departments, state police agencies, probation departments, fire marshalls, fire departments, and federal agencies. Each agency uses the FileOnQ system to meet their unique needs, such as:

- ◦ Fixed Assets
- ◦ Uniforms and equipment
- ◦ Fleet
- ◦ Weapons
- ◦ Training
- ◦ Supplies

Agencies overwhelmingly agree the most appealing feature of FileOnQ is its versatility and ease of use. Each agency has 100% control over the layout of the profile screen, making it customizable and dynamic. Not only is it configurable when the system is implemented, FileOnQ allows agencies to make changes as their needs change. Fields can be added, modified, moved, or deleted at any time without incurring a cost.

Many of the FileOnQ team members have previous law enforcement experience and provide this valuable knowledge and expertise to agencies using the FileOnQ system. Our customers often express their appreciation for having trainers that have first hand knowledge of the daily challenges they face.

Please review this proposal and let me know if you have any questions or need any modifications made to meet your needs and budget. Again, we welcome the opportunity to work with you and your agency.

Sincerely,

Shannon Turner

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QUARTERMASTER

Features & Functionality

EvidenceOnQ Application Software License

EvidenceOnQ is built on a Microsoft Operating System platform utilizing proven methods and technologies. The multi-tier nature allows for single server implementations in smaller environments, reducing cost and administrative effort. It also provides the ability to be distributed onto several servers that share the load to improve performance in larger environments. This architecture provides a solution that can scale to different environments. EvidenceOnQ runs on Microsoft SQL Server 2012 or higher provided by the customer. All the data stored within the EvidenceOnQ application can be backed-up, restored, or extracted using standard SQL tools and routines. This ensures that your data can be backed up for disaster recovery or archival purposes.

Administrative Desk Top Client:

The administrative desktop client is a full-featured Windows application that enables users to access the FileOnQ system from the server. Client seats are sold on a concurrent user basis. FileOnQ will install the desktop client on as many PCs as you have concurrent client seats. You may install the desktop client on as many computers as desired after installation with no additional charge per computer. This allows access to the system throughout your entire organization.

Customized Profile Screen:

FileOnQ provides flexibility by allowing the customer to dictate the design of the profile screen. This makes data entry as simple as possible by following your existing workflow, using your own terminology and codes, and providing fields that are unique to your department's equipment and asset management needs. This feature is usually the primary reason agencies choose FileOnQ; it is designed by them to meet their own individual needs and comply with their specific policies and procedures. Not only is it flexible when it is designed, but the screen is flexible to change as your needs change. You may alter the profile at any without additional cost.

All searches and data entry are performed from just one screen, eliminating the need to work through multiple levels of screens to search or enter data. Searches can be made from any field or combination of fields, combining known information with partial information. For example, you can search for all portable radios of a specific model. Searches can also be performed for equipment currently issued to each officer, a specific vehicle, or fixed assets assigned to a location. Detailed searches can also be performed, such as all personal weapons that were used for qualification last year, all personnel that attended a specific course, or all officers who speak Spanish. There is virtually no limit to the combination of searches that can be performed.

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Profile Example

Each agency determines the design of the profile screen to meet their needs. Every field is user defined, making it 100% configurable. It is also flexible to change as your needs change. FileOnQ allows agencies to modify their profile at any time; fields can be added, deleted, modified, or relocated. This can be done by the agency, does not require permission from FileOnQ, and doesn't incur a cost. The profile screen shown below is an example of a quartermaster management screen. Yours will be designed to meet your needs.

The following field types are available when creating or modifying the profile screen:

Text	Check Box	Calculated	Formatted Text	Date	Time

Coded Lookup	Simple Lookup	Multi-line	Decimal	Currency
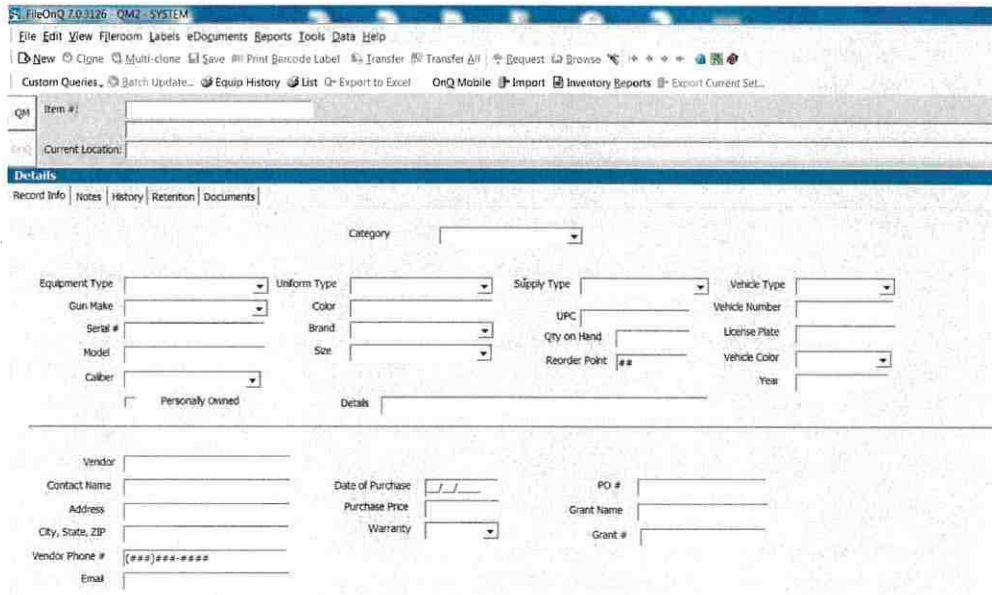
Customizable Toolbars:

Users may customize the standard toolbar by adding or removing icons in a "drag and drop" method. They can also create additional "personal" toolbars containing shortcuts for functions they perform on a regular basis. These toolbars themselves can be "dragged and dropped" anywhere on the FileOnQ Homescreen.

Customized "Personal" Toolbar

Standard Toolbar
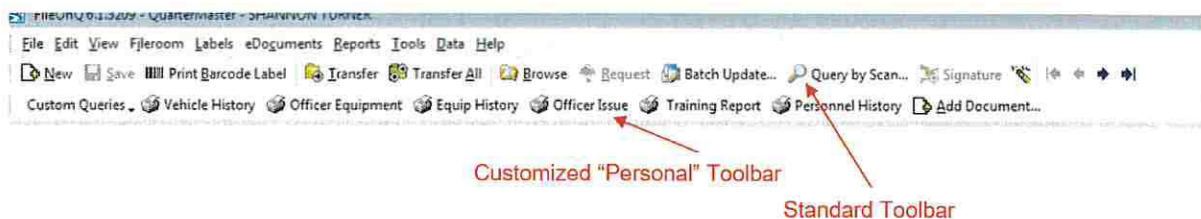
Barcode Tracking:

Barcode technology is one of the distinctive features of FileOnQ. It is faster and more accurate than any other form of tracking. Using a barcode dramatically decreases the time it takes to retrieve a record from the database and transfer that item to a location or status. Using the Quartermaster tab, items are returned, issued, or distributed to a group.

The Quartermaster system uses two types of barcodes for tracking equipment and assets.

Item Barcodes: Items that are serialized such as guns, radios, vests, cars, etc. When transferring these items, the individual barcode of each item is scanned.
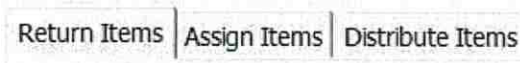
UPC Code: FileOnQ utilizes UPC codes to track items that are purchased and issued in bulk such as pants, shirts, supplies, ammo, etc. The Quartermaster system can utilize the manufacturer's UPC or you can create your own UPC. When using the UPC code, the system shows the quantity on hand. The user is prompted to enter the quantity of the item(s) being issued or returned. When items are issued, the quantity on hand is reduced. When items are returned, the quantity on hand increases.
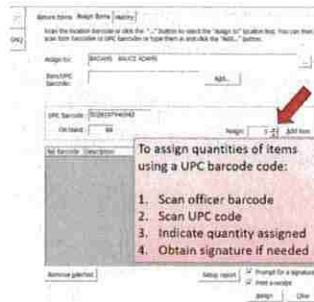
Location barcodes - Barcodes are assigned to locations, people, or a status such as returned to vendor, in stock, or destroyed. Agencies can create unlimited, customized locations.

DESTROYED

IN STOCK

JOHN BAKER

RETURNED TO VENDOR

Work List Management:

The Worklist feature allows users to create a group of records for a specific task. Worklists can be used to create a list of records for projects such as equipment to be pulled for issuing to new hires, vests that need to be replaced for officers, items that need to be destroyed, or equipment to send back to the manufacturer. This work list is associated with a user's login and is preserved even if the user logs off. The Worklist window floats on top of the FileOnQ application or may be minimized when working with other functions of the system.

Queries:

FileOnQ provides users with the ability to search for items utilizing a number of different querying methods.

Query-by-Example: The customized profile is used for most searches using a specified value or values. This search tells the system to search for all records that match your example. You can provide an example – including wildcards -- for a single field or for multiple fields and across multiple tabs.

Query-by-Date: Allows users to perform searches by date ranges for any date field on the profile.

Query-by-Current Location: Allows users to perform searches by locations or boxes to determine the contents of the box or location. For example, you may want to search for all items assigned to Officer Jones, all equipment in vehicle # 529, or all 9mm ammo in stock.

Query-by-Scan: Allows users to create a list of items by scanning the barcodes on each of those items. Once those items are put into a list, the user can choose any number of actions, such as transferring them all to another location, printing a report, or adding them to a work list.

Query-by-Notes Log: Allows users to query the notes log entries. Queries can be made by subject, author, date, and contents of the notes.

Query by Text: Enables the user to perform queries across all fields on the profile screen, in the notes log, and by document key words in the eDocs module.

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Custom Query Manager: FileOnQ provides a simple way to organize and manage queries. When queries are built they are given a name and saved for future use. Users simply click on the query to run it. There is no limit to the number of categories and queries that can be created. Users can add routine queries to their customized toolbar. Categories can also be enabled or hidden depending on the user's job duties.
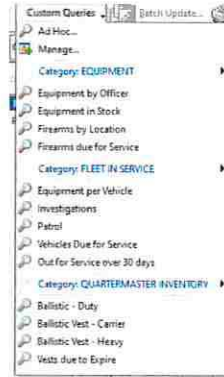

Notes Tab:

The **Notes** field is an unlimited, free form text field used for notes or additional information about the record being viewed. The contents of this field are searchable via Query by Example or when included in a query written by the Custom Query Manager. Notes can be added and deleted as needed, similar to a "white board" and are not logged in the audit trail.

The **Notes Log** feature allows users to add line item notes that are date and time stamped along with the author. These entries may be categorized by subject and are displayed in a grid on the comments/notes tab. Diary entries cannot be edited or deleted by anyone and are a permanent record.
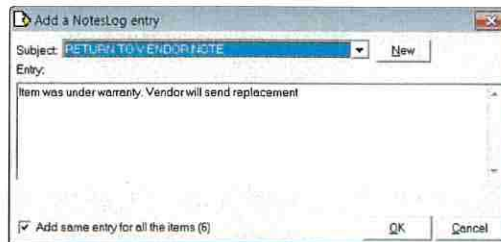
History:

The History Tab displays the changes (edits) made to any of the fields on the main tab, notes tab, or retention tab for a record. For example, if a user changed the serial number of a weapon, it would show the person who made the changes, the date and time, and the old and new values. It would also document the computer used, the IP address, and the windows user login. This feature adds security in your equipment management due to the fact that all changes are documented in the system.
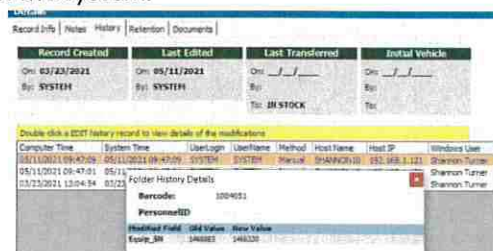
Security and Policy Management:

The FileOnQ system requires users to enter a User ID and password to log in. A system administrator is able to create users and groups and set the permissions for specific functionality. System policies can also be set for Password Expiration, Minimum Password Length, Failed Log-in Attempts Allowed, and Strong Passwords. With record-level security, permissions can limit the transfer and/or view of records. Restrictions and permissions can also be made for specific reports, viewing individual fields, using specific notes log topics, and viewing the current location of items.
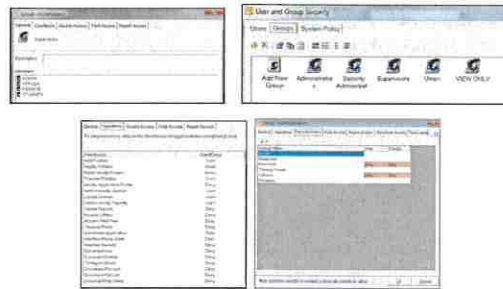
Audit Trail:

The Audit Trail is an unalterable record of the history of each item, showing when a record is created, edited, transfered, and requested. It also includes each time a barcode label is printed. The audit trail documents the date, time, and name of the person who logged in to the system to perform the transaction. It also includes the name of the computer, IP address, and the Windows User Login for each transaction.

Audit Query:

Audit Query allows users to search the system for specific operations such as items created, edited, and transferred. It also includes operations such as locations and boxes created and lookup values that have been modified. A wide range of parameters can be used when using the Audit Query. The results can be filtered by any column of data to narrow down specific results. For example, the Audit Query can be used to find all items transferred between specific dates by a specific user.
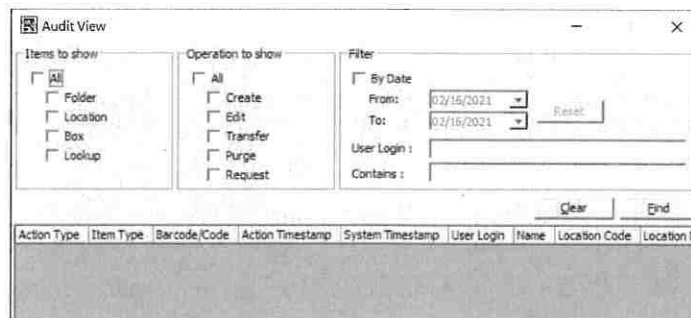
Signature Capture:

The FileOnQ Signature Capture Module enables signatures to be obtained when issuing equipment. This eliminates hand-written receipts and allows for a paperless management system. The digital signature is stored in the unalterable audit trail for each item.

Batch Update:

The data in FileOnQ can be changed for a specific record or updated for a group of records. Any field or combination of fields on the profile screen can be changed using the Batch Update feature. Batch update can also be used to change the retention code, review date, and retention comments.

Inventory:

Inventories can be performed quickly and efficiently with the Inventory Module. Projects can be started, paused, and resumed as your schedule allows. An inventory history is maintained for each item that shows how many times it was inventoried and the status of the item at the time of the inventory. FileOnQ permanently maintains the completed inventories, with the ability to view previous inventories and the results. Notes and comments may be added to the inventory to document any corrections or clarifications. The detailed inventory report shows all specific details about the report, **the items missing, all items accounted, and the items that were found in the inventory that do not belong in that location.**

Standard & Custom Reports

FileOnQ provides virtually limitless searching and reporting capabilities. Information needed for routine equipment accountability, statistical reporting, and special circumstances can be retrieved with a simple click of the mouse.

- FileOnQ comes with several **standard reports** that allow users to create an **almost unlimited number of variations.** These are designed for the day-to-day reporting and management.

- Customized reports are included based on the needs of the individual agency. These reports may include receipts, itemized equipment lists, and customized reports. Agencies can create custom reports using their own crystal report writer or FileOnQ can provide professional services to develop them.

Exported Excel Report - The quick export enables the results of any query to be exported into an Excel file. The data to be exported is variable, depending on what the user needs. For example, if the query was for guns, the user may choose brand, model, caliber, and serial number on the printed report. Export templates can also be created and saved for later use. The ability to export to Excel is especially helpful when combined with **custom queries** that have been built and saved. With the unlimited search capabilities of custom queries, combined with the variable data exported to Excel, the FileOnQ

MobileOnQ
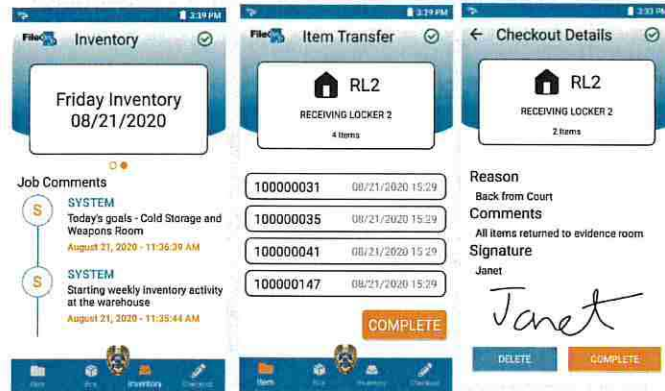
MobileOnQ provides the convenience of performing tasks in remote locations where a computer may not be available. The projects are stored on the mobile device until the user syncs and processes the projects in the FileOnQ desktop client. Working in a disconnected environment, MobileOnQ offers four functionality choices: transfer items, transfer boxes, perform inventories, and transfer items with a signature. In the Quartermaster application, MobileOnQ is used for individual, often serialized items. It does not currently accomodate items tracked in quantities with a UPC code.

Transfer Items - MobileOnQ can be used to transfer items to a new location when a computer may not be available.

Transfer boxes - The box transfer feature in MobileOnQ allows users to move boxes and their contents to new locations.

Inventories - MobileOnQ enables users to go to the location to inventory items rather than moving them within the range of the attached scanner. This may include performing inventories of assets, portable radios, guns, etc. Multiple inventory jobs can be open, paused, and resumed before syncing and closing the projects in the desktop client.

Check-Out - MobileOnQ conveniently captures signatures when assigning items. After the transaction is processed, the signature and associated comments are made part of the unalterable audit trail for the items that were assigned.

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Webview

WebView is built for end-users to conveniently access the system in a dashboard type atmosphere from **your agency's intranet.** Depending on how many users who will require access to the system and your tracking purposes, it may be beneficial to add the WebView module so it can be deployed quickly. For example, large agencies with hundreds or thousands of officers have implemented WebView for their Quartermaster and Asset Management System so officers can request uniform replacement, vehicle service, or maintenance on their radio. Agencies that may only have only a few people as managers of the system choose to operate fully from the administrative desktop client as described in the Features and Functionality Section. The primary benefit of WebView is that it is accessible from any computer on your intranet and eliminates the need for IT to install it on desired work stations.
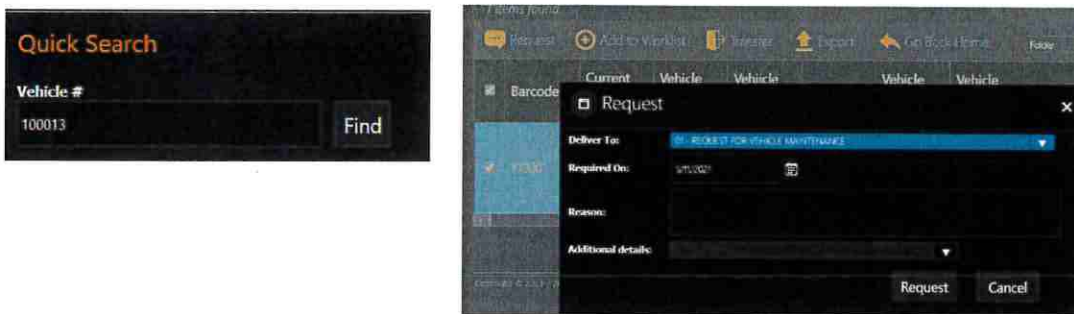
The dashboard in WebView displays widgets appropriate to each user group. Officers may see tips and reminders, while evidence staff may see the number of items in intake, evidence pending destruction, or the type of evidence being stored. Widgets can be displayed as a bar graph, pie chart, gauge, timeline, quantity counter, or text. For evidence staff that work primarily in the desktop client, this dashboard can be viewed from a utility on their computer without having to log in to WebView. NOTE: *The WebView module is required to view widgets.*

eDocs

With the eDocs and Imaging Module, any electronic file or document can be stored, viewed, and organized. eDocs utilizes a designated, shared folder or SQL database on the user's network to store these electronic documents. The eDocs system communicates with the Windows OS telling it which application to open to view that document, such as Word, Adobe, Media Player, etc. Any type of document can be opened if the user has the proper application and permission.

- User manuals

- Purchase orders

- Training certificates

- Warranty information

- Existing paper documentation

- Photos

Document types and keywords are fully searchable in combination with data on the profile page.

Workflow Notification

Workflow Notification is the ability to set certain triggers within the system to have it take a specific action. In order to determine exactly how Platform Notification will be applied for your agency, a thorough evaluation of your processes will be performed. The following **examples** show how Workflow Notification can be used in a Quartermaser and Asset Management application.

1. Ballistic vests generally have a 5 year life-cycle. When a vest approaches its expiration, the sysem will generate an email to the officer informing them of the expiration date. The email will continue until the vest is turned in. A trigger can also be set to automatically create a notes log entry with the date and time the email was sent to the officer.

2. When the quantity on hand reaches the reorder level, an automated email will be generated indicating the type of item that needs to be reordered. The email can also contain the contact information for the vendor.

3. Agencies may use the system to track when an officer qualifies on their weapon. If they are required to qualify every six months, the system can monitor the date they last qualified and generate an automated email to the officer. Another option is to have the system generate an email to the training officer with a list of officers needing to qualify.

4. The system can monitor items that have expiration dates such as DUI, OC spray, Narcan kits, and gas mask filters. When items approach their expiration date, an automated email can be sent to the appropriate people to take action.

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OUR SUCCESS.

INVESTMENT OVERVIEW

Software for San Diego Police Department	Your Price	Qty	Subtotal
EvidenceOnQ application server license for up to 100,000 records - requires SQL server provided by customer. Includes all functionality described in "Quartermaster Features" section, plus:	$110,825	1	~~$110,825~~ $55,412.50 Discount(-50%)
40 concurrent user licenses			
WebView			
eDocs and Electronic Imaging Module			
MobileOnQ, including software for 6 mobile devices			
Quartermaster management module, including UPC scanning and quantity on hand			
Duplicate database for testing			
Automated Notification, including configuration of 4 triggers			

Professional Services $38,083 ~~$38,083~~ $30,466.40 Discount(-20%)

Tailored application and configuration. Includes population of user groups and permissions, lookup tables, locations, etc.

Data import and conversion of existing data. (Customer will provide extracted data in a tab delimited text file.)

Remote software installation

3 days on-site training. Includes travel and per diem costs and training materials.

7 custom reports

Integration with HR Access database

First 12 months annual maintenance and support **(Maintenance and support will be billed annually beginning year two at the rate of $21,198.00 per year.)**

Total	$85,878.90

Peripheral Hardware	Price	Qty	Subtotal
☑ Symbol LS 2208 Attached USB Scanner	$140	16	$2,240
☑ Symbol Li 4278 Wireless Scanner	$435	12	$5,220
☑ Topaz Signature Pad (USB)	$485	8	$3,880
☑ Zebra TC70 mobile PDA. Includes device, docking/charging station, pistol grip trigger, and power cable	$2,995	6	$17,970
☑ Zebra ZD240 TT Thermal Barcode Label Network Printer	$640	7	$4,480
☑ Zebra 4.33" Ribbon Cartridges - 6 Cartridges per case Wax/Resin Ribbon Cartridges - 6 Cartridges per case. For New ZD240 TT printer	$107	7	$749
☑ 4"x2" Polypro 1000 Labels 4 roll per case 1100 labels per roll - total 4400 labels	$200	10	$2,000
Total			$36,539

Your proposed investment for the solutions and products selected and outlined above is:

$122,417.90

PAYMENT SCHEDULE

Phase 1	Billed upon receipt of purchase order	50%
Phase 2	Billed upon completed Installation	50%

CA Sales Tax will be added to hardware.

SYSTEM REQUIREMENTS

Hardware

Pentium 4 or higher (Xeon [Core i3/i5/i7]
    recommended)
2 GB RAM (8 GB recommended)
2 GB disk space
SVGA display (1024x768 or higher

SQL Server

SQL Server 2012
SQL Server 2014
SQL Server 2016
SQL Server 2017
Either Express, Standard or higher editions

Operating System

The following editions of Windows Server are
    supported:
Windows Server 2012
Windows Server 2012 R2
Windows Server 2016

Network

Windows Networking using TCP/IP, UNC
Name resolution (DNS)
Shared UNC path for shared settings

Other

PDF viewer software (such as Adobe
Reader)

If adding WebView or MobileOnQ

Internet Information Services (IIS) 7 or higher
.NET Framework 4.0
Windows Networking using TCP/IP

If adding eDocs

Disc Space dependent on the number and
content of documents stored

If adding DigitalOnQ

8 GB RAM (12 GB recommended)
Disc Space dependent on the number and
    content of documents stored
SQL 2008R2 or above Required

DESKTOP

Software

The following versions of Microsoft Windows
    are supported:
Windows 7
Windows 8.0
Windows 8.1
Windows 10
.NET Framework 4.0
Internet Explorer 8.0 or higher
PDF viewer software (such as Adobe Reader)

Hardware

Pentium 4 or higher
1 GB RAM (4 GB recommended)
400 MB disk space
SVGA display (1024x768 or higher)

If adding MobileOnQ

Windows Mobile Device Center (on PC with
docking station)

If adding DigitalOnQ

4 GB RAM (8 GB recommended)
.NET Framework 4.5

YOUR SUCCESS IS
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GET STARTED WITH YOUR IMPLEMENTATION

YOUR NEXT STEPS

1. Please REVIEW this proposal.

2. If you have any questions, please let me know. I am happy to modify the proposal to ensure it meets your needs and budge.

3. When you are ready to move forward, please click the 'initial' button below to express your interest in this offer.

4. Once I receive notification of your interest, I will contact you to discuss the next steps.

5. If you'd like to speak to us by phone, don't hesitate to call 206-755-7215

I AM INTERESTED IN THIS DIGITALONQ PROPOSAL.
ENTER INITIALS BELOW.

INITIALS
Brian Schimpf
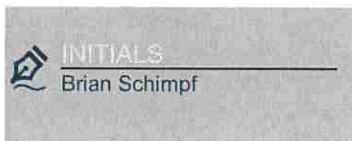
Brian Schimpf
San Diego Police Department

PREPARED BY

Shannon Turner
Senior Evidence Expert & Consultant

206-755-7215

ShannonT@FileOnQ.com

http://fileonq.com

FileOnQ™

832 Industry Drive
Tukwila WA 98188

QUOTE

Do not pay from this QUOTE - This is NOT an invoice

Date	Quote#
8/25/2021	7868

VENDOR # / CUSTOMER #:
10030553 / 20275

Name / Address
San Diego Police For EVIDENCE Room Maybelline Ridgeway/Analyst 1401 BROADWAY San Diego, CA 92101-5710

Item	Description	Qty	Cost	Total
ANNUALMTX	FileOnQ Software Maintenance & Support Agreement Valid July 1, 2021 - December 31, 2021 PRORATED/SIX (6) Month request EVIDENCE ROOM - Customer is licensed for a non-exclusive, non-transferable license to use the software products listed below (licensed products): 1 - OnQ-SVR-1MM - FileOnQ License: Up to 1,000,000 Records 100 - OnQ-SEATS Seat Licenses 1 - OnQ-SVR-WEBVIEW - Webview Server 1 - OnQ-MOD-RET - Retention Module 1 - OnQ-MOD-BOX - Container/Box Tracking Module 1 - OnQ-MOD-SIG - Signature Capture Module 1 - OnQ-eDoc - eDocs and Imaging Module 1 - OnQ-PTBL-TC70xVR - MobileOnQ Server Software Application** 10 - OnQ-PTBL-TC70xAPP - MobileOnQ for the TC70x** 1 - OnQ-Auto-Data-Exchg 1 - OnQ-PN - Platform Notification 1 - OnQ-AD-Portal - Active Directory Portal 1 - OnQ-RPTS - Custom Reports 1--INTGR-Integration ***This estimate is for the customer's future FileOnQ Maintenance and Support Contract. Prices reflected are based on customer's current and existing FileOnQ Software systems and client seats. Any additions to the customer's software licenses will increase estimate. Please note, this is only an estimate and is intended for budget purposes only.	1	21,665.49	21,665.49

ALL MAJOR CREDIT CARDS ACCEPTED

FileOnQ Technology/Product Protected by Patent No's
RE47071 & RE47094

Federal ID # 91- 1947942

Questions contact: Becky@FileOnQ.com / 800-603-6802 Ext. 125

Subtotal	
Sales Tax (0.0%)	
Total	

FileOnQ™

QUOTE

Do not pay from this QUOTE - This is NOT an invoice

832 Industry Drive
Tukwila WA 98188

Date	Quote#
8/25/2021	7868

VENDOR # / CUSTOMER #:
10030553 / 20275

Name / Address
San Diego Police For EVIDENCE Room Maybelline Ridgeway/Analyst 1401 BROADWAY San Diego, CA 92101-5710

Item	Description	Qty	Cost	Total
	**California taxes not included 6 Month prorate - moving both apps to same budget dates			

ALL MAJOR CREDIT CARDS ACCEPTED

FileOnQ Technology/Product Protected by Patent No's
RE47071 & RE47094

Federal ID # 91- 1947942

Questions contact: Becky@FileOnQ.com / 800-603-6802 Ext. 125

Subtotal	$21,665.49
Sales Tax (0.0%)	$0.00
Total	**$21,665.49**