Purchasing and Contracting Department
Sole Source Request and Certification Form

To: Director of Purchasing and Contracting
Cc: Chief, San Diego Police Department

From: Judson Campbell, Lieutenant, Criminal Intelligence Unit, Police Department

Date: July 1, 2021

In alignment with the guidance provided in the San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

For consideration, this form must be completed and all required accompanying information must be submitted together, including any related contracts. Failure to do so will result in a delay of approval of the request.

Describe commodity or service(s) to be purchased. Include vendor contact information.

This request is to engage in a three-year service contract with Shotspotter for a criminal intelligence database through their subscription-based investigative case management software solution called "Investigate". This contract will include service initiating and onboarding.

This database would retain criminal intelligence data in compliance with 28 CFR part 23, the federal regulation that covers such databases. This regulation has strict mandates regarding access, retention, and submission. This software also complies with the security profile requested by the City of San Diego information technology department.

The current intelligence database has become inoperable due to deferred maintenance and software upgrades. A functioning intelligence database is a mission-critical system necessary to ensure the department maintains accurate intelligence data, while ensuring legal compliance.

The Shotspotter contact for this request is Ken Peters, Director-Investigate. He can be contacted as 510-941-8860 or via email at kpeters@shotspotter.com.

Justification

1. This product or service is available from only one supplier and meets at least one of the following criteria (please check all that are applicable):

☑ *One-of-a-kind/Compatibility*   a. Required by Warranty: the product matches existing equipment, infrastructure and is required by warranty. **(A letter from the provider which supports this claim must be provided.)**

    b. Goods and Services:

        i. the good has no competitive product or alternative on the market.

        ii. the service requires a special skill, ability, or expertise linked to the current project that cannot be provided by another supplier.

    (Documentation in support of either of the above claims must be provided by the requesting department.)

☐ *City Standards*   The product or service complies with established, existing City standards.

☐ *Replacement*   The product or service is the only compatible replacement component that supports a larger system. Or, the services are the only ones that can replace the existing service requirements.

2. Do any of the following situations exist?

☑ *Limited Competition*   Department made an attempt to find a second or multiple sources to no avail.

☐ *Emergency*   There is an urgent need for the item or service and time does not permit the City to solicit for competitive bids, as in the cases of emergencies as defined under SDMC section 22.3208,. (Delays in solicitation do not satisfy this criteria)

Cost/Market Analysis

Purchasing and Contracting will perform due diligence on each request. If Purchasing and Contracting can find a suitable, cost effective alternative, this request will be denied and that alternative will be pursued after your department has been contacted to discuss the revised determination.

This form does not take the place of an agreement and all sole source requests for a period of one year or longer will require the **submission of an agreement.** The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting for a Purchase Order to be issued.

PCO Due Diligence (PCO to initial all that apply)

_____ Proof of warranty or maintenance requirement for standardized and replacement items confirmed.

_____ Vendor/Supplier confirmed submission of justification letter.

___/___ Market test confirmed that there is no advantage to the City in competing this contracting opportunity to multiple vendors.

_____ Emergency verified with the department.

_____ Pricing agreement has been reviewed.

___/___ Purchasing and Contracting has reviewed this request and affirms that this request for a sole source justification is appropriate.

This sole source is approved for:

    ☐ One (1) year from the signature date below.

    ☑ For the entire length of the contract, but not more than five (5) years.

The length of the contract must be consistent with the sole source approval. A sole source request must be submitted and approved by the Purchasing and Contracting Director prior to the award of each new contract and prior to each extension of an existing contract that was not contemplated in the initial contract term.

_____ After reviewing the provided information and due diligence, I cannot recommend the approval of this request.

Purchasing and Contracting Director Review

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would be therefore undesirable, impracticable or impossible. My approval is contingent on the information provided in this form.

☐ In accordance with SDMC §22.3016, this request is approved.

☑ Based on the information provided and due diligence recommendation of staff, this request is denied.

Claudia C. Abarca, ~~Interim~~ Director, Purchasing and Contracting

August 20, 2021
Date

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO

AND

SHOTSPOTTER, INC.

TO FURNISH A CLOUD-BASED CASE MANAGEMENT SOFTWARE SOLUTION AND RELATED SERVICES TO BE USED AS AN INTELLIGENCE DATABASE

AGREEMENT

This Agreement (Agreement or this Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and ShotSpotter, Inc. a Delaware Corporation (Contractor).

RECITALS

A.   City wishes to retain Contractor for the service to furnish a cloud-based case management software solution and related services to be used as an intelligence database which will assist the City in managing its criminal intelligence information in compliance with 28 CFR part 23 (Services) as further described in the Scope of Work, 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 Service.

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, licensed on an annual subscription basis as described in Exhibit B ShotSpotter Investigate Services Agreement. Exhibit A and Exhibit B are 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:

Juan Sanchez
Lieutenant
1401 Broadway, San Diego CA 92101
Police Department
Criminal Intelligence Unit
619-525-8402
juans@pd.sandiego.gov

1.2.1   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 above designated Contract Administrator. Notices to Contractor shall be sent to the address below. 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. Any party entitled or required to receive notice under this Contract may, by like notice, designate a different address to which notices shall be sent.

ShotSpotter, Inc.
Attn: CFO
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
astewart@shotspotter.com

1.3   Submittals Required with the Agreement. Contractor is required to submit all forms and information before the Agreement is executed: 1) Contractor Standard Pledge of Compliance Form; and 2) EOC documents.

<div align="center">

ARTICLE 2
DURATION OF AGREEMENT

</div>

2.1   Term. This Agreement shall be for an initial term of three years beginning on the Effective Date. City may extend this Agreement by amending the Agreement, upon written agreement by both parties pursuant to Article 11.12. The term of this Agreement shall not exceed five 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).

<div align="center">

ARTICLE 3
COMPENSATION

</div>

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 $123,000.

3.2   Manner of Payment. Contractor will be paid monthly, in arrears in accordance with the payment schedule specified in Exhibit B, Attachment A.

3.3   Invoices. 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 Services provided, and an amount due. Contractor shall submit invoices to the following address:

> San Diego Police Department
> Fiscal Operations/Accounts Payable
> Mail Station 715
> 1401 Broadway
> San Diego, CA 92101

3.4   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.

<div align="center">

ARTICLE 4
WAGE REQUIREMENTS

</div>

4.1   Wage Requirements [**Reserved**].

<div align="center">

ARTICLE 5
SUSPENSION AND TERMINATION

</div>

5.1   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 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.

5.2   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.

5.3   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 perform the Services as set forth in Exhibit A and Exhibit B; (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.

> **5.3.1**   If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City, or other timeframe as may be agreed to by the 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.

> **5.3.2**   Subject to the indemnification and limitation of liability provisions of this Contract and Exhibit B, 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.

5.4   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.

5.5   Contractor's Right to Payment Following Contract Termination.

> **5.5.1   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.

5.5.2 **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 5.5.1. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

5.6   **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 6
ADDITIONAL CONTRACTOR OBLIGATIONS

6.1   **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.

6.1.1 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.

6.2   **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, of the 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.

6.3   **Industry Standards.** Contractor shall provide the Services to City in strict conformance with the Contract and its Exhibits. Contractor shall also provide the Services in accordance with the standards customarily adhered to by an experienced and competent

provider of the services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such 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.

6.4   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.

6.4.1 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.

6.5.   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.

6.6   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.

6.7   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.

6.7.1   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.

6.7.2   Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services 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.

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

6.8.1   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.

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

6.8.3   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.

6.9   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.

6.10   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.

6.11   Federal Requirements. Contractor must comply with the requirements of 2 Code of Federal Regulations Part 200 Appendix II.

ARTICLE 7
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, 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 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. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of City, or its employees, agents, or contractors, Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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; or provide evidence of self-insurance. .

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.

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

7.7   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.

7.8   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 8
CITY-MANDATED CLAUSES AND REQUIREMENTS

8.1   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.

8.1.1   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.

8.1.2   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.

8.1.3 Non-Discrimination Requirements.

8.1.3.1 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.

8.1.3.2 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.

8.1.3.3 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.

8.1.4 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.

8.1.5 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.

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

8.1.7 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.

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

8.1.9   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.

8.1.10   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.

8.1.11   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.

8.1.11.1 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 9
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

9.1   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.

9.2   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.

9.3   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.

9.4   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.

9.5   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.

<div align="center">

ARTICLE 10
DISPUTE RESOLUTION

</div>

10.1   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.

10.2   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.

10.3   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.

10.4   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.

10.5   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 11
MISCELLANEOUS

11.1   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. This does not apply to a merger or acquisition of all or substantially all of the Contractor's assets, provided that the new entity shall comply with all of the obligations under this Contract. No assignee for the benefit of City's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of the City's assets or business, shall have any right to continue or to assume or assign these without the Contractor's express consent. 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.

11.2   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 the 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.

11.3   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.

11.4   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.

11.5   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.

11.6   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.

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

11.8   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.

11.9   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.

11.10   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.

11.11   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.

11.12   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.

11.13   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.

11.14 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.

11.15 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.

11.16 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.

11.17 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.

11.18 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.

11.19 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 Contractor 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 Contractor's confidential or proprietary information at the time of Contractor's 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 Contractor'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 Contractor's request. Nothing in this 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.

<div align="center">

ARTICLE 12
CONTRACT DOCUMENTS

</div>

12.1   Contract Documents. This Agreement including its exhibits and attachments completely describes the Services to be provided:

Exhibit A – Scope of Work
Exhibit B – ShotSpotter Investigate Services Agreement, including
    Attachment A, ShotSpotter Proposal No. SANDIEGO112921, and
    Attachment B, ShotSpotter Investigate Support Matrix
Exhibit C – Non-Disclosure Agreement

12.2   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.

SHOTSPOTTER, INC.
A Delaware Corporation

Digitally signed by Roxanne Lerner
DN: cn=Roxanne Lerner, o=ShotSpotter, Inc., ou,
email=rlerner@shotspotter.com, c=US
By: Date: 2021.12.02 17:22:01 -08'00'

Name: Roxanne Lerner

Title: Contracts Manager

Date: December 2, 2021

CITY OF SAN DIEGO
A Municipal Corporation

By: _____

Name: Claudia C. Mara

Director, Purchasing & Contracting

Date: December 27, 2021

Approved as to form this 30 day of
December, 2021
MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Jim S. Cristin
Print Name

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

ShotSpotter, Inc. shall provide Investigate, a cloud-based case management software solution that will help the San Diego Police Department manage intelligence information in a manner compliant with 28 CFR part 23. The software program is an organizational tool that will also provide patterns between people, places, evidence, and cases, assess solvability, track follow up activities, review progress, and create interactive presentations, as specified in the ShotSpotter Investigate Services Agreement, attached hereto as Exhibit B.

B. REQUIREMENTS AND TASKS

ShotSpotter, Inc. shall provide Investigate software, implementation and integration, training, license, operational support and maintenance in accordance with the terms described in the ShotSpotter Investigate Services Agreement, attached hereto as Exhibit B.

C. SINGLE SIGN ON

ShotSpotter, Inc. shall work with members of the appropriate San Diego departments to implement a single sign-on solution for use with the Investigate product. This work shall, at a minimum, contain the following steps:

- Work with SDPD IT to scope out their current authentication solution and design a suitable secure interface that shall allow authorized users to use their current SDPD login credentials to access the investigate product.
- Roles and role-based access controls will still be controlled within the Investigate administration module for any user of the product.
- Set up a suitable testing environment to enable QA / UAT testing prior to production
- Once ready install needed updates and configurations to the production environment upon a mutually agreed upon schedule.
- Any CJIS Security Policy revolving around authentication (e.g. Account Locking, Password Expiry, etc.) shall be under the purview of SDPD.

SHOTSPOTTER® INVESTIGATE™ SERVICES AGREEMENT

ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

Contents

This ShotSpotter® Investigate™ Agreement (this "Agreement") is attached to and incorporated as Exhibit B to the Services Agreement entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of San Diego (hereinafter referred to "Customer") with the San Diego Police Department located at 1401 Broadway, San Diego CA 92101, effective as of the last date of signature to the City Services Agreement. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its attachments define the deliverables for the ShotSpotter® Investigate™ case management software licensed on a subscription basis in accordance with the provisions of this Agreement.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. **ATTACHMENTS**

The following attachments ("Attachments") are attached to, and incorporated in this Agreement:

   A. Attachment A ShotSpotter Proposal No. SANDIEGO112921

   B. Attachment B ShotSpotter® Investigate™ Support Matrix

2. **DEFINITIONS**

   A. Data means all Customer incident and case data created, generated, modified, compiled, stored, kept, or displayed by the ShotSpotter® Investigate™ system. Customer shall own such Data.

   B. Subscription Services means the ShotSpotter® Investigate™ case management application provided on a subscription basis.

   C. Software means the ShotSpotter® Investigate™ system, including any modifications or enhancements thereto, provided on a subscription basis in accordance with the terms of this Agreement.

3. **SERVICE**

   A. For purposes of this Agreement, the Subscription Services shall consist of: (i) providing Customer with access to the ShotSpotter Investigate Software (hereinafter referred to as "Software") which provides incident and case intake, tracking, collaboration and management for law enforcement as further defined in Attachment A, and (ii) support services as may be specified in this Agreement. The Subscription Services will include any updates or improvements that are implemented in the Software.

   B. ShotSpotter will host the Services and provide up to 1TB of Data storage as part of the subscription fee. The Data will be stored in a Federal Bureau of Investigation Criminal Justice Information Services (CJIS) compliant cloud storage environment. If Customer exceeds 1TB, then a recurring annual fee will be assessed for each additional 1TB, or portion thereof.

4. LICENSE

The following sets forth the terms and conditions of Customer's non-exclusive, non-transferable and terminable license to use the Subscription Services, including the Software (in object code form) as hosted on ShotSpotter server(s), for (i) Customer's internal operational use only, and (ii) permitting citizens to access the public facing components of the Subscription Services, for the term set forth in Section 5 of this Agreement. <u>Please read the terms and conditions of this Agreement carefully. By using the Subscription Services, Customer agrees to be bound by the terms and conditions of this Agreement. If Customer does not agree to these terms, Customer must notify ShotSpotter and discontinue any use of the Subscription Services</u>.

A. RESTRICTIONS.

The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services and any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter.   Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part.   No component of the Subscription Services, or Software may be used to operate a service bureau, rental, or time-sharing arrangement. Nothing in this Agreement shall be construed as granting any right or title to the Subscription Services, Software, source code, or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove, or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

B. TERMINATION.

In the event of a material breach of the terms of this Agreement, ShotSpotter may terminate this Agreement upon thirty (30) days' prior written notice to Customer unless such default has been cured within said thirty (30) day period.

In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer.

In the event of termination, Customer's access to the Subscription Services will be terminated, Customer's access to the Software will be disabled, and ShotSpotter will cease providing any services under this Agreement. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension or termination of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

C. MODIFICATION TO OR DISCONTINUATION OF THE SERVICES.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Service (or any part thereof). In the event that ShotSpotter modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by ShotSpotter as of the date of such termination. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

D. NO EXPORT

Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, the Subscription Services, Software, documentation, or any component thereof or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of the import country.

E. NEW APPLICATIONS.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for such new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

5. LIMITED WARRANTIES

ShotSpotter warrants that the Software (as defined herein) will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this limited warranty consists exclusively of the ShotSpotter® Investigate™ Software, installed and operational for use by the end-users of the Customer under the terms and conditions of this Agreement. The Software covered under this limited warranty includes any future upgrades or enhancements of the Subscription Services.

ShotSpotter further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services or the Software will be uninterrupted or error free; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. SHOTSPOTTER SUPPORT.

During the term of this Agreement, ShotSpotter will make commercially reasonable efforts to support Customer's use of the Subscription Services, including but not limited to providing Customer with user documentation, online help, online training presentations, and online training sessions (as available). Requests for support should be made to ShotSpotter via email to: investigate.suipport@shotspotter.com. ShotSpotter will use commercially reasonable efforts to resolve the issue or provide a workaround as further defined in Attachment B.

7. TERM, RENEWAL

A. TERM AND COMMENCEMENT.

The initial term of the Subscription Services is set forth in Article 2 of the Services Agreement between ShotSpotter, Inc., and the City of San Diego, incorporated to which this Agreement is attached as Exhibit B.

8. CUSTOMER'S OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Attachment A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Subscription Services shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

> Customer's address for invoicing:
>
> 1401 Broadway
>
> San Diego, CA 92101

B. Customer agrees to use reasonable efforts to timely perform and comply with all of the obligations allocated to Customer under this Agreement.

C. Criminal background checks will be conducted by Customer in accordance with Article 6.7.1 of the Service Agreement.

D. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

E. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not allow access to the Subscription Services or any portion thereof, to any person other than Customer's sworn or non-sworn employees ("Authorized Users"), and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, have access to any part of the Subscription Services or Software.

F. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection, and provide and maintain all workstations, cablets, computers, and web browsers necessary to access the Subscription Services.

G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of the Data, and any other Customer business information used in the Subscription Services.

H. The maximum number of Authorized Users under Customer's account is set forth in Attachment A. In order to access the Subscription Services, each Authorized User will be required to have a Customer assigned unique password and user name. Customer will be responsible for maintaining the confidentiality and use of such passwords and user names and agrees that sharing passwords and/or user names with unauthorized users is prohibited. Each Authorized User identification may only be used to access the Subscription Services during one (1) concurrent login session.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer, its officers and employees, from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter® Investigate™ Software (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense. ShotSpotter shall not settle any claim that imposes a monetary obligation on the Customer without the prior approval of the City Council.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to

the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than as set forth in the ShotSpotter documentation for the Subscription Services.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter® Investigate™ Software or any components thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. PROTECTION OF CONFIDENTIAL INFORMATION

A. SHOTSPOTTER CONFIDENTIAL INFORMATION.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, Software, and related documentation is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

B. OBLIGATIONS OF THE PARTIES.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at

or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

In addition to the above, upon termination of this Agreement for any reason, ShotSpotter will, within five (5) business days of such termination, provide Customer with a final extract of the Data in the National Incident Exchange Model (NIEM) format.

11. TAXES

Unless otherwise included as a line item in Attachment A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption.

12. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party as provided herein.

13. LIMITATION OF LIABILITY

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of

whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

14. ENTIRE AGREEMENT

This Agreement and its Attachments represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

15. GENERAL PROVISIONS.

A. ShotSpotter is an independent contractor, and neither it nor any of its employees shall be deemed an employee, agent, or representative of Customer.

B. ShotSpotter is an Equal Opportunity / Affirmative Action Employer and complies with all applicable local, state and federal employment statutes, laws and regulations.

C. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

D. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

ATTACHMENT A

ShotSpotter Proposal No. SANDIEGO112921 (attached)

ShotSpotter®

ATTACHMENT B

ShotSpotter® Investigate™ Support Matrix

ShotSpotter's Normal Customer Support Business Hours are: 8:00 a.m. - 5:00 p.m., M-F

Issues must be reported to: investigate.support@shotspotter.com.
Based on the impact to the Customer's normal business operations, ShotSpotter and Customer may agree to raise the Priority Level of a reported issue.

Tier 1 Support: Administrative user issues that can be addressed by the Customer's System Administrator.
Tier 2 Support: Issues that cannot be addressed by the Customer's System Administrator and require escalation to ShotSpotter Customer Support.

Tier 3 Support: Issues are escalated by ShotSpotter Customer Support to Engineering.

Priority Level	Definition	Response Time	Resolution Process and Timeframe
P1	ShotSpotter® Investigate™ is down, or inoperable and is imposing major operational risk to the Customer. These issues include: 1) **Investigate** Production System Down/unusable 2) A catastrophic workflow failure in **Investigate** affecting the majority of users; for example forms cannot be approved; 3) **Citizen Portal** is down/unusable during a major event, such as a catastrophic weather event; large scheduled or unscheduled public gathering; civil unrest.	During ShotSpotter's Normal Customer Support Business Hours, reported issues will be responded to by the next available Customer Support Representative, or ShotSpotter will respond with a call back within 30 minutes of receipt of an email identifying a P1 Issue. After normal business hours, ShotSpotter will provide a call back no later than 60 minutes after the email has been received.	P1 Issues are supported 24x7. ShotSpotter will work continuously to resolve or provide a workaround to enable Customer to resume operation of ShotSpotter® Investigate™. ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 4 hours of receipt of the email. If a workaround is provided, a resolution will be provided in a subsequent release.

Priority Level	Definition	Response Time	Resolution Process and Timeframe
P2	ShotSpotter® Investigate™ is operational; however, there are major issues that do not allow reports to be generated. These issues may include: 1) Integration/interface between the **Investigate** application and third party application is not functional; 2) Catastrophic performance degradation that impacts the majority of the users of the **Investigate** system; 3) Multiple citizens cannot submit tips using the **Citizen Portal**.	During ShotSpotter's Normal Customer Support Business Hours, reported issues will be responded to by the next available Customer Support Representative, or ShotSpotter will respond with a call back within 60 minutes of receipt of an email identifying a P2 Issue. After normal business hours, ShotSpotter will provide a call back no later than 60 minutes after the email has been received.	P2 Issues are supported 24x7. ShotSpotter will work continuously to resolve or provide a workaround to enable Customer to resume operation of ShotSpotter® Investigate™. ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 8 hours of receipt of the email. If a workaround is provided, a resolution will be provided in a subsequent release.
P3	ShotSpotter® Investigate™ is operational and normal functions can be performed; however, the Customer requires assistance with configuration changes. These issues may include: **Investigate:** 1) A defect that may have a major or medium impact on the general usability of the **Investigate** System; 2) A workflow issue in **Investigate** that affecting the majority of functions for a single user; 3) A specific workflow issue in **Investigate** impacting a single feature that affects multiple users; **SSP/Admin Portal:** 1) Production down/unusable; 2) Customer Admin unable to make changes to the core instance configurations of the system such as agency administrative configurations, enable/disable certain modules; 3) Customer Admin unable to perform Organization configuration such as user profile maintenance and changes, department setup; **Citizen Portal:** 1) Customer is unable to publish to the Citizen Portal; 2) Multiple citizens cannot view wanted poster.	During ShotSpotter's Normal Customer Support Business Hours, ShotSpotter will respond to emails in the order received, or the next business day.	ShotSpotter will provide assistance during ShotSpotter's Normal Customer Support Business Hours for P3 Issues. ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 24 hours of receipt of the email, or the next business day. If a workaround is provided, a resolution will be provided in a subsequent release.

Priority Level	Definition	Response Time	Resolution Process and Timeframe

P4	ShotSpotter® Investigate™ is operational; however, the Customer is experiencing minor usability or workflow problems. There is no data loss, and data can be accessed. Issues may include:
	
	Investigate:
	  1) Customer is requesting a configuration change within the existing functionalities of the system (not a programming code change);
	
	SSP/Admin Portal;
	  1) User license maintenance
	  2) End user configuration permissions such as end user role based access control;
	  3) Admin unable to maintain or change the Citizen Portal Website configurations;
	  4) Customer admin unable to maintain or changed end user role based access control;
	  5) Primary Admin unable to create or grant access to secondary administrator(s)
	
	Knowledgebase: Issue with specific content in the knowledgebase;
	
	Government mandated changes: These changes will be addressed in a subsequent release.
		During normal business hours, ShotSpotter will respond to emails in the order received, or the next business day.	ShotSpotter will provide assistance during ShotSpotter's Normal Customer Support Business Hours for P4 Issues.
			
			ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 5 days of receipt of the email.
			
			If a workaround is available, a resolution will be provided in a subsequent release.
			
			Updates required for Government Mandated Changes imposed by State and Federal Agencies to support NIBRS will be addressed in a subsequent release.

P5	ShotSpotter® Investigate™ is operational; however, there may be cosmetic issues, or a single user is experiencing a minor defect that does not have a major or medium impact on the general usability of the system. Other issues may include:
	
	  a) New feature request related to Investigate, Citizen Portal or SSP Admin Portal;
	  b) Investigate: A defect that does not have a major or medium impact on the general usability of the system
	  c) Citizen Portal:
	    1) A single citizen cannot submit tips;
	    2) A single citizen cannot view wanted posters.
		During ShotSpotter's Normal Customer Support Business Hours, ShotSpotter will respond to emails in the order received, or the next business day.	ShotSpotter will provide assistance during ShotSpotter's Normal Customer Support Business Hours for P5 Issues.
			
			ShotSpotter will use commercially reasonable efforts to provide a resolution in a subsequent release.

ShotSpotter®
Detect · Protect · Connect

**Subscription-Based Investigative Case Management
for San Diego Police Department, California
November 29, 2021
Proposal ID: SANDIEGO112921**

**Submitted by:
Ken Peters, Director – Investigate
510-941-8860 mobile
650.887.2106 fax
kpeters@shotspotter.com**

**ShotSpotter, Inc.
7979 Gateway Boulevard, Suite 210
Newark, California 94560
888.274.6877
www.shotspotter.com**

Table of Contents

Executive Summary

Introduction

ShotSpotter is pleased to present this proposal in response to the San Diego Police Department's request by the Criminal Intelligence Unit. The proposed ShotSpotter Investigate™ cloud-based case management software solution will help the San Diego Police Department capture, track, and collaborate on investigations in one place. The platform's investigative, analytics, and reporting tools provide real-time visibility into case progress—from the office or the field—helping your agency keep investigations moving forward. As a result, San Diego Police Department can better protect the community and achieve higher clearance rates, especially for violent crimes and shootings.

The Innovative Approach of Investigate

For investigative case management, police departments have traditionally relied on under-powered RMS modules and homegrown or manual systems. These approaches lack the analytics, collaboration tools, and workflow engine detectives need to solve cases quickly. As a result, clearance rates suffer, and serial offenders remain free to commit more crime. Many departments may be unaware of the advantages of a modern solution. ShotSpotter Investigate employs the following features to optimize investigations and increase the efficiency of investigative work:

- **Digital Case Folder:** Everything for a case is organized and stored in one structured and searchable digital case folder.
- **Investigative Analysis:** Search and analytical tools help detect relationships between people, places, and evidence to identify patterns and solve cases more quickly.
- **Collaboration Tools:** Share and receive alerts on new evidence and information with co-workers, other agencies, and the DA's office.
- **Workflow Guidance:** Preconfigured checklists of action items help guide different types of investigations but are flexible so agencies can work the way they are used to.
- **Real-Time Visibility & Reporting:** Supervisors can access additional tools to manage workload and assess case status, providing them with the data they need to report at briefings and inform command staff.

How It Works

From crime scene to conviction, ShotSpotter investigate automates processes, helping law enforcement find patterns, assess solvability, track follow-up activities, review progress and build courtroom-ready cases.
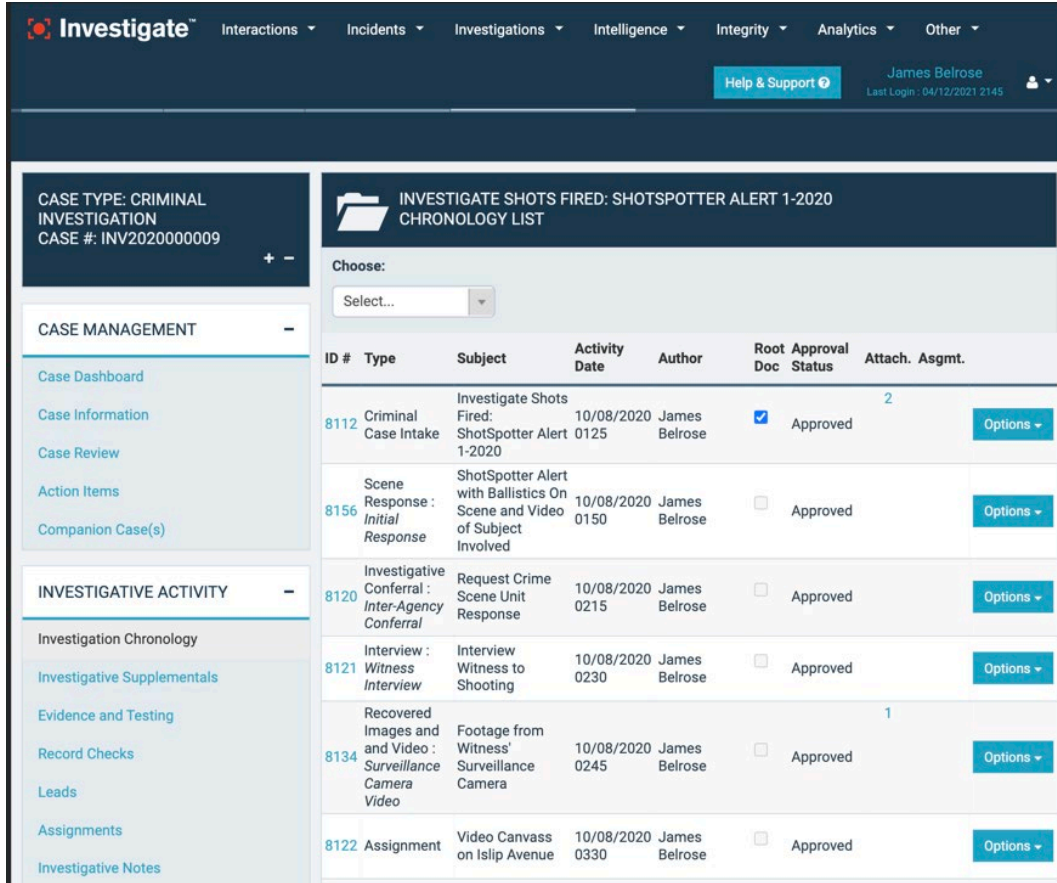
Capture Everything In One Place
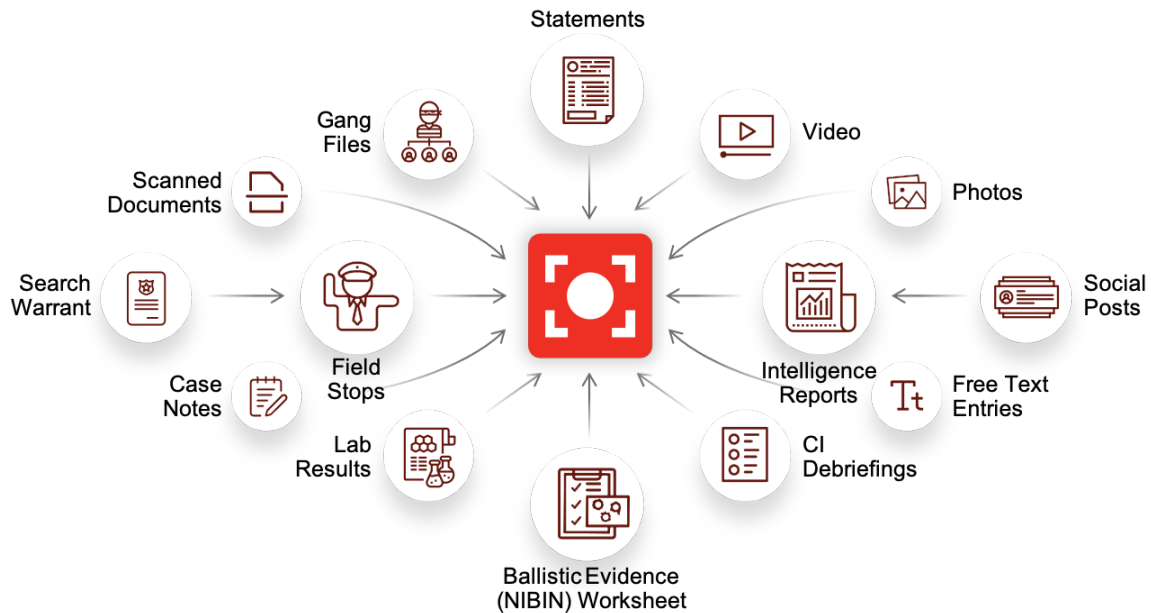
Turn tips, leads, incidents and field intelligence into a digital case folder. Then, easily document investigative activities, upload scene photos, record observations, archive video and more—in one central source of truth.

Organize Instantly

Automatically turn information and investigative activities into the building blocks of a case as the system organizes complex information into chronological lists and indexes.

Solve Cases Faster

Generate immediate insights through link analysis to uncover patterns between people, places, evidence, and cases that were previously time-consuming and labor-intensive to piece together.
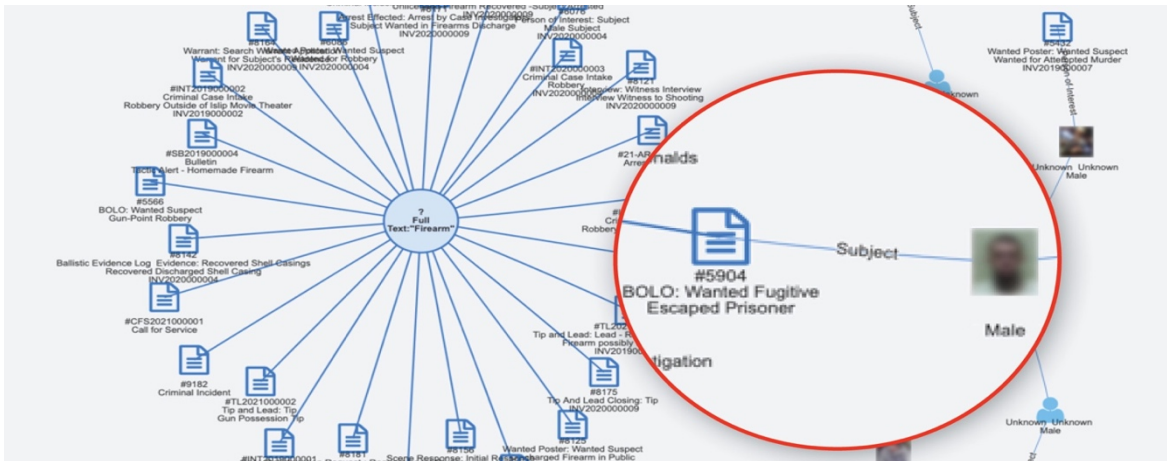
Get Courtroom-Ready

Through your case folder dashboard, automatically route casework through review and approval processes. Easily create and annotate diagrams, charts, and maps with markups and hyperlinks to develop interactive presentations.
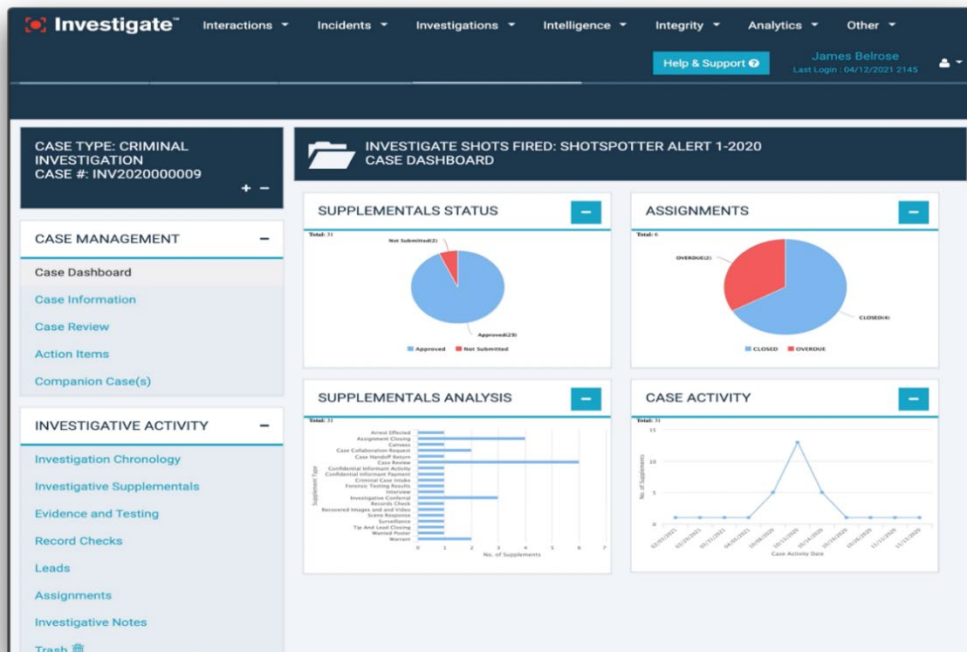
ShotSpotter Alignment with the San Diego Police Department Criminal Intelligence Unit's Goals

ShotSpotter recognizes that safety is vital to the development of any city or county. Effective delivery of police services affects the City of San Diego's economic development, population growth, and, ultimately, the fiscal well-being of the City, including its business owners and residents. Nationwide, fear of crime is cited as a primary factor in the quality of life within communities, as well as a contributing factor in business and family relocation decisions.

We understand that the San Diego Police Department is a recognized leader among major US cities with initiatives such as:

- Gun Violence Reduction utilizing the DOJ's Crime Gun Intelligence Center Program grant.
- Intelligence-Led Policing, which provides data-driven focus on prolific offenders and groups, to support increased arrest and clearance rates to drive overall crime reduction.

The proposed ShotSpotter Investigate deployment aligns with these positive investigation outcomes in the San Diego Police Department and supports these goals by:

- Providing a consolidated, uniform digital case folder for each investigation for enhanced overall investigative activities.
- Creating an opportunity to enhance intra-agency collaboration to ensure effective investigations, including with officials of Mexico.
- Effectively managing the confidential informant system and complying with national standards and laws.
- Adopting best practices that will improve internal operations, and optimal efficiency to drive increased clearance rates.

Finally, our goal is not to simply deliver technology, but rather to become a valuable partner. To that end, the ShotSpotter Customer Success Team comprises former law enforcement executives who have first-hand experience in successfully deploying and using Investigate. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure that the Intelligence Unit has full access to our best practices and training components that drive successful outcomes.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success, and we look forward to partnering with you to make Investigate a key component of your efforts to investigate and prosecute crime in San Diego.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 160 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted more than 100 cities, including the San Diego Police Department. Other product offerings include:

- ShotSpotter Investigate™, a cloud solution for case management to improve overall clearance rates across all crime categories.
- ShotSpotter Connect™, which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence.
- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses.
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

Solution Overview

ShotSpotter Investigate helps law enforcement agencies capture, track, and collaborate on investigations from a single, shared digital case folder. The platform's investigative, analytic, and reporting tools make detectives more efficient and effective—from the office or the field—moving investigations forward.

Interactions

Improve communication with the community and help ensure transparency with our Citizen Interaction Center, a configurable website that can be linked to an agency's existing home page.

- Enable submissions from citizens for tips, incident reports, complaints, and compliments
- Investigators can publish wanted posters and rewards for information. Responses are routed directly to the case folder and investigators receive instant alerts
- Citizen complaints or excessive force allegations are routed directly to internal affairs teams and agency leadership is instantly alerted

Incidents

Supports police work from the field to investigations, and vice versa:

- Integration with ShotSpotter Respond to alert Investigators to screen and follow-up on gunshot detection events that patrol officers respond to.
- Capture tips and field intelligence from patrol and other agency divisions in real time.
- Automatically route reports for review and notify supervisors and investigative units about new matters requiring attention.
- Search, analyze, and link associated incidents
- Investigators can create bulletins and broadcast BOLOs across the entire agency

Investigations

Helps investigators find patterns, assess solvability, and track follow-up activities; tracks case progress for any type of case; provides command staff with complete oversight through real time dashboards and reports.

- Associate case folders across different units to streamline information sharing
- Assign tasks in a case to team members for follow-up
- Invite co-workers to collaborate on cases and grant access privileges to others as needed
- Share forensics, photos, videos and reports with other work units, departments, and the DA's office
- Record investigative steps within customized worksheets tailored for each case type

- Automatically route casework through review and approval process

Intelligence

Study criminal data, identify trends, support law enforcement investigations, and increase understanding of crime in a secure and CFR-compliant solution.

- Compile suspicious activity tips, security assessment and threat reports
- Conduct link analysis and connect the dots between people, phone records, casework, and investigative leads
- Review gang member database and track activity
- Register confidential informants and protect their identity
- Designate intelligence to be reviewed, retained, or purged to automatically maintain compliance with 28 Code of Federal Regulations part 23.

Onboarding Services

ShotSpotter will provide a series of onboarding services to prepare the agency to maximize the value of the ShotSpotter Investigate service. These typical onboarding steps will be refined to best serve the Department team and Investigate users. ShotSpotter onboarding services are designed to:

- Ensure successful implementation of ShotSpotter Investigate go-live
- Ensure the Department achieves maximum benefit by full utilization of the modules features and functions of the platform.
- Ensure that the Department's Best Practices are refined, as needed, to utilize the system most effectively.

ShotSpotter has assembled a Customer Success Team of professionals with hundreds of years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's typical Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize

the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship.

Implementation

Following contract execution, the ShotSpotter Customer Success Director will work with the Department's project team to plan the implementation process, beginning with a Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a project timeline, including targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule regular status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Project Milestones

Wave 0: Planning	Wave 1: Design	Wave 2: Configuration	Wave 3: Production
Activities	**Activities**	**Activities**	**Activities**
• Conduct initial kickoff meeting and a follow-up meeting • Collect Business Requirements • Develop Project Plan and timeline • Track and Manage Risks • Bi-weekly Status Calls	• Design document describing system configurations • Analyze feasibility of third party integration requests * • Configurations described with text descriptions, and basic business rule tables. • Track and Manage Risks • Bi-weekly Status Calls	• Implement configurations and prepare system • Functional testing • Demonstrate the basic design for data capture to validate configuration process • Prepare application for acceptance testing • Track and Manage Risks • Bi-weekly Status Calls	• Deliver training • Provide User Acceptance Testing (UAT) ready application so customer can conduct UAT phase • Customer performs final acceptance testing • Remediation of items identified in UAT • Assist with 3rd party integration (if applicable) • Assist with roll-out to various disciplines and units • Bi-weekly Status Calls
Deliverable	**Deliverable**	**Deliverable**	**Deliverable**
Complete kickoff meeting and meeting follow-up including list of action items and responsibilities.	Design document specifying Modules, Case Folder, and Worksheet types and system configurations and feasibility analysis for third party integrations.	System demonstration	Training conducted. UAT completed. Application ready for production

If integration to third-party systems is desired, ShotSpotter will conduct an initial analysis to assess the feasibility and the professional services required to accomplish the proposed integration. The details of the analysis will be included in the design document as a potential option. The customer will need to work with ShotSpotter and the third-party provider to facilitate any integrations. System integrations will be handled separately from the roll-out of the Investigate platform to a production system.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct Best Practices sessions for the Investigations division leadership and patrol leadership. These sessions (which may be held in conjunction with other training sessions or meetings) will assist the Department in establishing protocols and procedures to deploy the Investigate platform across the agency in a manner that maximizes efficiency and produces optimal investigative outcomes. ShotSpotter will conduct these sessions in coordination with the following groups of users as applicable:

- Program Management
- Investigations
- Intelligence & Crime Analysts
- Patrol Management

User Training

In preparation for system roll-out, ShotSpotter will assign a Trainer to provide instruction on system functionality and proper use. The Trainer will confer with the Department's Program Manager and assist in developing a plan to ensure end users are properly trained on the relevant components of the application. The trainer will provide train-the-trainer instruction to project team members and identified key personnel from the Department's various user groups. ShotSpotter will provide copies of user manuals and training slides for the Department to duplicate as needed to enable Department Trainers to train additional personnel. The training may be delivered either through online training, in-person training, or a combination of both, as determined by the Customer Success Director and Department.

New System Roll-Out

The Department will designate one or more System Administrator(s) who will create and manage the agency-level configurations and end user accounts via the Investigate Admin Portal, including the following:

- Agency Contact information and Logos or Trademark uploads

- Citizen Website configurations, including text-based edits and citizen submission form configurations

- Organization hierarchy configurations (org chart)

- User account management

ShotSpotter will provide training on the Admin Portal use as well as a written Admin User Guide. The System Administrator will manage routine user support requests such as password resets and granting new user permissions. The ShotSpotter Customer Success and Product

Management teams will support the System Administrators to ensure initial setup and configurations are properly completed.

The Department will designate key personnel to perform User Acceptance Testing (UAT). The UAT Group should have diversified roles and responsibilities and represent the different user groups within the Department. They will use the production system during an initial brief test period to simulate their regular tasks of entering data, managing workflow, and visualizing information. The UAT Group will provide feedback to the Customer Success Director on any defects or deficiencies experienced. ShotSpotter will log and review any reported issues, provide a response, and fix any confirmed defects prior to full system roll-out. Upon completion of UAT, the system will be a production system ready for full use.

The Customer Success Director will assist the Department to implement a plan for a controlled deployment of the new production system that allows users to incrementally adapt to the new system. This will be accomplished by identifying the different investigative disciplines that will use the platform (e.g., criminal investigators, Intelligence teams, Internal Affairs, etc.) and then scheduling each unit (according to discipline) for a roll-out date.

As the Investigate platform is rolled out for the various investigative units, ShotSpotter's Customer Success Director will remain in communication to ensure that the transition is smooth, established best practices are being implemented as planned, and to answer user questions quickly.

Following roll-out, the Customer Success Director will facilitate an introduction to the ShotSpotter Support organization to review the support process. The Customer Success Director will continue to work with the Department to review the results being achieved by each group of users involved in the program.

Pricing

ShotSpotter Investigate is offered on a tiered annual subscription model based on the number of users and one time fees.

Professional Services	One-Time Fee
Service Initiation and Onboarding	$15,000

Term: 3 Years	Annual Fee	Number of Users
Year 1	$36,000	20
Year 2	$36,000	20
Year 3	$36,000	20

Payment Terms

Payment for the service initiation, onboarding, and three-year subscription term ($123,000 total) shall be as follows:

Three-Year Payment Terms[1]

- 100% service and installation fees due upon completion of the initial Customer Kickoff Meeting ($15,000)
- 100% of Year 1 subscription fees due monthly in arrears beginning upon ShotSpotter activation (live) status ($3,000 per month) (total of $36,000 for year 1)
- 100% of Year 2 subscription fees due monthly in arrears beginning at 1st anniversary of ShotSpotter live status ($3,000 per month) (total of $36,000for year 2)
- 100% of Year 3 subscription fees due monthly in arrears beginning at 2nd anniversary of ShotSpotter live status ($3,000 per month) (total of $36,000for year 3)

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- Pricing and the monthly payment terms stated above are predicated on a signed agreement on or before December 31, 2021.

- This pricing assumes that the services will be delivered under the terms of the Agreement to Furnish a Cloud-Based Case Management Software Solution and Exhibit B thereto, ShotSpotter Investigate Services Agreement.

- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request. This pricing assumes that the Investigate deployment will support the agency with up to 20 detectives in the Criminal Intelligence Unit. If desired, the Department may expand beyond this number of sworn officers for an additional fee.

- This pricing remains valid for thirty (30) days from the date of this proposal.

- This pricing is contingent upon ShotSpotter receiving a three-year contract commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.

- This pricing does not include the costs for ShotSpotter data conversion or integration professional services, nor any costs required from other vendors to implement and support interfaces.

---

[1] Includes special monthly payment terms exclusively for 2021 ShotSpotter Investigate subscriptions.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

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

> * The precise nature of the interest includes:

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

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

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

Name   Title/Position

City and State of Residence   Employer (if different than Bidder/Proposer)

Interest in the transaction

Name   Title/Position

City and State of Residence   Employer (if different than Bidder/Proposer)

Interest in the transaction

Name   Title/Position

City and State of Residence   Employer (if different than Bidder/Proposer)

Interest in the transaction

Name   Title/Position

City and State of Residence   Employer (if different than Bidder/Proposer)

Interest in the transaction

Name   Title/Position

City and State of Residence   Employer (if different than Bidder/Proposer)

Interest in the transaction

Name   Title/Position

City and State of Residence   Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position

City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position

City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position

City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D.   BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: _____   State of incorporation: _____

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

Type of corporation: C   Subchapter S

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

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

Is your firm a publicly traded corporation?   Yes   No

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

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

_____
_____
_____
_____

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

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

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

Limited Liability Company Date formed: _____   State of formation: _____

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

_____
_____
_____
_____

Partnership Date formed: _____   State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

Sole Proprietorship   Date started: _____

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

_____
_____
_____
_____

Joint Venture   Date formed: _____

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

_____
_____
_____
_____

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

E. **FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
    Yes   No

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

2. In the past five (5) years, has your firm been denied bonding?
    Yes   No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
    Yes   No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
    Yes   No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
    Yes   No

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

6. Are there any claims, liens or judgements that are outstanding against your firm?
    Yes   No

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

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

    Name of Bank: _____

    Point of Contact:_____

    Address:_____

    Phone Number:_____

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

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

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

Business Tax Certificate No.:_____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   Yes   No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   Yes   No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   Yes   No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   Yes   No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   Yes   No

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

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

   Yes   No

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

7. Performance References:

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

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address:_____

Contract Date:_____

Contract Amount:_____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address:_____

Contract Date:_____

Contract Amount:_____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address:_____

Contract Date:_____

Contract Amount:_____

Requirements of Contract: _____

G. **COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
    Yes   No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
    Yes   No

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
   Yes   No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   Yes   No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
   Yes   No

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

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

   Yes   No

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
   Yes   No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
   Yes   No

   Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise   Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

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

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

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

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

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

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

_____ _____ _____
Name and Title   Signature   Date

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

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

_____   _____   _____
Print Name, Title   Signature   Date

AA.   CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: _____

Certified By   _____   Title _____
                              Name

                _____   Date _____
                            Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 · San Diego, CA 92101
Phone: (619) 236-6000 · Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

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

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed:_____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal

employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: (___)_____ Fax Number: _____ Email: _____

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

Check the box above that applies to this WFR.
*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of_____
(Firm Name)

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

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

_____   _____
(Authorized Signature)   *(Print Authorized Signature Name)*

NAME OF FIRM: _____ DATE: _____

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

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

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

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

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

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

Totals Each Column														

Grand Total All Employees [ ]

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

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: _____   DATE: _____

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

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

(1) Black or African–American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

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

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

Grand Total All Employees [   ]

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

Disabled														

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration
Refer to this table when completing your firm's Work Force Report form(s).

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

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

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

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

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

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers

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

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

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

Installers, and Repairers
Woodworkers

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

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

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

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

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

Glaziers

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

Millwrights
Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair
Occupations

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

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

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

Workers, Extractive Crafts, Miners