



**REQUEST FOR PROPOSAL (RFP)
RFP NO.: 10016342-11-G**

REDISTRICTING SUPPORT SERVICES

RFP Release Date:	May 26, 2011
Date Written Questions/Comments Due: See Section L.1 of this RFP for question/comment instructions.	May 31, 2011 On or before 5:00 p.m., PT
Proposal Closing: On or before 4:00 p.m. PT to the Purchasing & Contracting Department 1200 Third Avenue, Suite 200 San Diego, CA 92101	June 6, 2011
Term of Contract:	November 30, 2011
License(s) Required:	N/A
Contact Name and Information:	Pam Glover, Procurement Specialist (619) 236-5554, (619) 533-3234 MGlover@sandiego.gov

**Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101**

TABLE OF CONTENTS

RFP Document.....	5
Section A - Signature Page	7
Section B - Price Schedule.....	8
Section C - Scope of Services.....	9
A. Background.....	9
B. Scope of Work	9
C. Objective.....	11
D. Precluded Participation.....	11
E. Core Requirements and Deliverables	11
F. Licenses	13
G. Documentation and Reports.....	13
H. Proposers Implementation Plan	13
I. Qualifications and Experience.....	13
Section D - Packaging and Marking.....	14
Section E - Inspection and Acceptance.....	15
Section F - Deliveries or Performance.....	16
Section G - Contract Administration Data.....	17
A. Invoicing and Payment	17
B. Pricing.....	19
Section H - Special Contract Requirements.....	20
Section I - General Contract Clauses.....	21
I.01 Definitions.....	21
I.02 Type of Contract	23
I.03 Term of Contract.....	23
I.04 Notice To Proceed.....	23
I.05 Option To Extend Services/term.....	23
I.06 Conflict of Interest	23
I.07 Holidays	24
I.08 Availability of Funds	24
I.09 Insurance.....	25
I.10 Criminal Background Screening.....	27
I.11 Jurisdiction, Venue	28
I.12 Legal Requirements	28
I.13 Changes.....	28
I.14 Drug-Free Workplace	29
I.15 Notices	29

TABLE OF CONTENTS (Cont.)

I.16	Indemnification and Hold Harmless Agreement	29
I.17	The City of San Diego Restrictions	29
I.18	Assignment or Transfer.....	30
I.19	Availability of Records	30
I.20	Standards of Conduct.....	30
I.21	Removal of Employees	31
I.22	Supervision	31
I.23	Performance Evaluation Meeting	31
I.24	Federal, State and Local Reporting Compliance	31
I.25	Nondiscrimination.....	31
I.26	Project Personnel	32
I.27	Photo Identification Badge	32
I.28	Lobbyist Activities.....	33
I.29	Gratuities.....	33
I.30	Termination.....	34
I.31	Insolvency.....	35
I.32	Dispute Resolution.....	35
I.33	Patents and Royalties	35
I.34	Warranty of Services.....	36
I.35	Licenses and Permits.....	36
I.36	Taxes	37
I.37	Protection of the City of San Diego Property	37
I.38	Publicity Releases	37
I.39	Suspension of Work.....	37
I.40	Standards of Performance	38
I.41	Notice of Labor Disputes.....	39
I.42	Pending Legal Dispute with the City of San Diego.....	39
I.43	Time of Essence.....	39
I.44	Americans With Disabilities Act Certification.....	39
I.45	Debarment Proceedings	40
I.46	Public Agency.....	40
I.47	Product Endorsements	40
I.48	Procurement Card Transactions.....	40
I.49	Severability	40
I.50	No Waiver.....	40
I.51	Covenants and Conditions	41
I.52	Headings	41
I.53	Independent Contractors	41
I.54	Successors In Interest.....	41
I.55	Software Licensing	41
I.56	Intellectual Property.....	41
I.57	Confidentiality of Services	43
I.58	Business Tax License.....	43
I.59	Performance and Payment Bond.....	44
I.60	Compliance With Controlling Law.....	44
I.61	Equal Benefits.....	44

TABLE OF CONTENTS (Cont.)

Section J - List of Attachments, Exhibits, or Appendices45

Section K - Representations, Certifications, and Other Statements of Contractors or Respondents46

 Contractor’s Cover Sheet.....47

 Pre-Award Survey Documents49

 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters53

 Indemnification, Defense and Hold Harmless Agreement55

 Proof of Insurance.....56

 Criminal Background Certification.....57

 Equal Employment Opportunity58

 Affidavit For Contractor59

 Conflict of Interest Disclosure Statement60

 Drug-Free Workplace61

 Drug-free Workplace Certificate63

Section L – Instructions, Conditions and Notices to Contractors64

Section M - Evaluation Process72

 Attachment 1 - Contractor/Vendor Registration.....76

 Attachment 2 - Contractor Standards Pledge of Compliance79

 Attachment 3 Equal Opportunity Contracting Program (EOCP)84

 Attachment AA Work Force Report..... 89

 Attachment BB Subcontractor Participation List 93

 Attachment CC Contract Activity Report..... 94

 Equal Benefits Certificate95

RFP Document

Contractors need to review this document carefully. An explanation of the sections and parts are outlined below:

- o Sections A-J will form the body of the contract once both parties have signed Section A. Upon award and acceptance of the proposed work, these sections become the contract with the Contractor (Contractor/Contractor) and THE CITY OF SAN DIEGO and may include attachments containing terms, conditions and/or pricing specific to the product or service being rendered. Section J contains all attachments or additional supporting information.
- o Sections K-M contains the representations and certifications all Contractors must complete to meet the eligibility requirements (Section K). It also contains the format instructions to Contractors for both the specific product or service and general terms and conditions for all RFPs (Section L). Section M outlines specific information about the eligibility requirements, evaluation criteria and general selection process.
- o Section C contains the scope of services. All items specified in Section C, “Scope of Services” beginning with Paragraph E, “Core Requirements and Deliverables” must be addressed in the proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple “Yes”, “No”, or “Comply” responses to stated specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Proposers should also include any other information they feel may be of benefit to the City.
- o Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.
- o The purpose of this Request for Proposal is to solicit proposals for a Contractor to provide goods, products and/or services to the City of San Diego.

Contract Form

This contract is entered into by the City of San Diego, a municipal corporation (“City”), and [contractor] (“Contractor”) for the scope of services specified herein. For good and valuable consideration, the sufficiency of which is acknowledged, the City and Contractor agree as follows:

- A. The Contract Documents are hereby defined as this Contract Form, and Sections A through J. If the provisions within a single Contract Document conflict, the more specific shall control.

A Best and Final Offer (BAFO) or written clarifications to the Contractor’s proposal, if requested by the City, will become part of the contract only upon written acceptance by the City in the form of a fully executed Signature Page. If the City requests a BAFO or written clarifications of the Contractor’s proposal, the Contractor shall complete a revised Section A, Contract (blocks 4, 6 and 8), sign and return the revised Contract Document(s). Any changes that result from the BAFO or written clarifications of the Contractor’s proposal shall be clearly identified and justified by the Contractor in a cover letter attached to the revised Contract Document(s).

- B. Once the City issues a letter of Award to the apparent successful Proposer, the Contractor is required to provide any requisite information or documents prior to contract execution as specified in Section L of this RFP, such as certificates of insurance, bonds, or business license, to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

- C. Contractor shall be bound by and shall perform in strict conformity with the terms and conditions of this contract.

- D. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner as are provided for in this contract.

- E. This contract shall be for a period of eight months effective on the date as specified in a Notice to Proceed letter which will be issued by Purchasing & Contracting Department only after this contract has been executed by the last party to sign the Signature Page (Section A), and approved by the City Attorney in accordance with San Diego Charter Section 40.

**SECTION A
SIGNATURE PAGE**

1. Contract No.:		2. RFP No.: 10016342-11-G
3. Contract Title: REDISTRICTING SUPPORT SERVICES		
4. Contract Amount:	Prompt Payment Discount Terms: _____ % _____ Days	
5. Term of Contract:		
6. Contractor Name:		
Address:		
City/State/Zip:		
Telephone:		
Contact:		E-Mail Address:
The City of San Diego Business Tax License Number:		
Federal Tax ID Number:		
7. Contract Table of Contents		
Section A: Signature Page		
Section B: Price Schedule		
Section C: Scope of Services		
Section D: Packaging and Marking (Reserved)		
Section E: Inspection and Acceptance		
Section F: Deliveries or Performance		
Section G: Contract Administration Data		
Section H: Special Contract Requirements		
Section I: General Contract Clauses		
Section J: List of Attachments, Exhibits, or Appendices		
<p>8. Signature of Authorized Representative/Contractor</p> <p>_____</p> <p>_____</p> <p align="center">(Print Name)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>	<p>9. Signature of The City of San Diego Purchasing Agent</p> <p>_____</p> <p>_____</p> <p align="center">(Print Name)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>	<p>10. Signature of The City of San Diego City Attorney</p> <p>_____</p> <p>Approved for Form and Legality</p> <p>_____</p> <p align="center">(Print Name)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>

SECTION B

PRICE SCHEDULE

- A. Proposers shall submit their proposal for pricing on the following Price Schedule. Using the Price Schedule will help ensure consistency in the price evaluation process. The Price Schedule shall be completed in full and shall be incorporated herein. Any deviations from the Price Schedule may be considered non-responsive and unacceptable. For information purposes, Proposers shall provide attachment worksheets, which include a breakdown of any pricing, labor hours and other rationale used in determining their pricing for the core requirements and deliverables. Blanks on the pricing pages will be interpreted as zero (0) and no price will be allowed.
- B. NOTE: All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to administrative costs, office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City. No other charges will be considered.

Item No.	U/M	Description	Fully Burdened Fixed Unit Price, All Costs Inclusive	Hourly Rate
1.	Task 1	See Page 10 for Description	\$	\$
2.	Task 2	See Page 10 for Description	\$	\$
3.	Task 3	See Page 10 for Description	\$	\$
4.	Task 4	See Page 10 for Description	\$	\$
5.	Task 5	See Page 10 for Description	\$	\$
6.	Task 6	See Page 10 for Description	\$	\$
7.	Task 7	See Page 10 for Description	\$	\$
8.	Task 8	See Page 10 for Description	\$	\$
		TOTAL:	\$	\$

SECTION C

SCOPE OF SERVICES

A. BACKGROUND

The 2010 Redistricting Commission of the City of San Diego has the sole and exclusive authority to adopt plans which specify the boundaries of districts for the City Council (Article II, Section 5.1). The Commission requests proposals from qualified Consultants to provide redistricting support services, including data processing, GIS analysis, and related staff support to assist development of the preliminary and final redistricting plans and filing statements.

Currently, the City is divided into eight districts for the purpose of electing members of the City Council. Unique to this redistricting cycle, in response to a vote of the people to amend the City Charter, a ninth Council district shall be created, at which time the City shall be divided into nine council districts as nearly equal in population as practicable (Article II, Section 4).

Additionally, the Commission is conducting its work on a significantly shorter timeline than is provided for in the City Charter. Because the City municipal primary election is held on the same date as the California State primary election (Article II, Section 10), the Commission currently anticipates adopting the final redistricting plan August 16, 2011, in order to comply with deadlines provided by the San Diego County Registrar of Voters to prepare for a June 2012 primary.

Redistricting Software

The Commission also seeks a Consultant with high proficiency in using the Esri Redistricting Solution mapping application. Esri is providing managed services, including external HTTP access to the web application, operational hosting and monitoring, and troubleshooting technical support incidents through Tier 2 Hosted Environment Support. The Solution will target the following service levels to support the following operational requirements:

- 24/7 System Access
- 95% System Availability
- Hosting Environment to support up to 100 active users
- 20 GB of Custom Data Storage
- Data Backup and Archive
- Annual Update of the City's Custom Data
- 24/7 Tier 2 Hosted Environment Support and Monitoring

The hosted Esri application will already include U.S. Census Bureau data required for redistricting from the 2000 and 2010 Census.

B. SCOPE OF WORK

The Commission is seeking the following support services for the redistricting process:

- **Task 1** – Work with Esri to verify, incorporate, and maintain accurate U.S. Census Bureau and other data related to use of the hosted Esri application. Please enter fixed price for these services on Pricing Page on Page 8.
- **Task 2** – Prepare multiple proposals for preliminary redistricting plans as directed by the Commission during its public meetings, including technical reports and analysis needed to adopt the preliminary plan and filing statement. Please enter fixed price for these services on Pricing Page on Page 8.

Include in Task 2 Pricing on Page 8 an hourly rate for in-person attendance at Redistricting Commission meetings (generally two hours in length).

- **Task 3** – Prepare multiple proposals for final redistricting plans as directed by the Commission during its public meetings, including technical reports and analysis needed to adopt and defend the final plan and filing statement. Please enter fixed price for these services on Pricing Page on Page 8.

As needed, the Commission may request the following limited services to be billed on an hourly and materials basis:

- **Task 4** – Prepare an online tutorial and/or step-by-step directions intended to provide public guidance on how to use the hosted Esri application. Use Hourly Rate on Pricing Page on Page 8.
- **Task 5** – As requested, attend Commission public hearings (generally 2-3 hours in length) and receive direction related to preparation of the final redistricting plan and filing statement. Use Hourly Rate on Pricing Page on Page 8.
- **Task 6** – As requested by the Commission and/or Chief of Staff, field questions from members of the public on how to use the hosted Esri application. Use Hourly Rate on Pricing Page on Page 8.
- **Task 7** – As requested by the Commission, review redistricting plan proposals submitted to the Commission to determine conformance with redistricting laws and requirements, and assist preparing responses where necessary.
- **Task 8** – As required, provide expert testimony needed to defend the final plan and filing statement. Use Hourly Rate on Pricing Page on Page 8.

The following are key milestones and deadlines associated with the Commission’s work:

March	Introductory public hearings; release of U.S. Census data
April - May	Pre-map public hearings
May - July	Map development by Commission and members of the public

July - August Post-map public hearings and potential revisions to preliminary plan

August 16* Commission adopts final redistricting plan

* Please note: The Commission may extend this deadline at its discretion, but Consultant's proposal should demonstrate to the Commission's satisfaction the ability to meet the August 16 deadline and completion of associated tasks leading up to this date.

The following are envisioned timelines associated with tasks in the Scope of Services.

Task 1 – Ongoing until contract expiration

Task 2 – May through July

Task 3 – July through August 16

As Needed Tasks:

Task 4 – Immediately upon Notice to Proceed

Task 5 – July (9 public hearings anticipated)

Task 6 – Ongoing until contract expiration

Task 7 – May through August

Task 8 – September – until any legal and referendary challenges are resolved

C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor which delivers Redistricting Support Services that represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

D. PRECLUDED PARTICIPATION

In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

E. CORE REQUIREMENTS AND DELIVERABLES

Nine (9) hard copies of the proposal should include the following five sections (underlined) with information sufficient to respond to the following criteria:

Firm Background and Capability to Provide Services and Expertise

- Background of the firm and subcontractors.
- Proposed project manager and main office location.
- Names, classification/designation, and relevant qualifications and experience of Consultant(s) and/or sub-contractors to be employed.
- Expertise with Esri Redistricting software, and sources and analysis of population and demographic data.
- Local understanding of and experience with the City of San Diego, its neighborhoods, and constituencies.

Relevant Experience and Past Performance

- Describe previous experience completing redistricting process(es), including outcomes.
- Current and comprehensive understanding of Federal and State laws and regulations pertaining to redistricting plans and criteria, including California Elections Code §21620, the Federal Voting Rights Act of 1965, and the San Diego City Charter.
- Disclosure of names of cases and courts of any lawsuits filed against firm related to work produced by Consultant(s), role in legal proceedings, and outcomes.
- References.

Understanding of Proposal Request

- Explain understanding of the role of the Consultant, including the Commission's goal to maximize public access to its proceedings.
- Identify from previous projects a demonstrated capacity to serve with impartiality in a nonpartisan role.
- Describe overall approach and methodology to complete project.
- Describe approach to delivering and adjusting information under specified time constraints.

Approach to Completing Scope of Work and Fee Schedule

- Provide a fixed fee proposal for Tasks 1 – 3.
- For Tasks 2 and 3, include a cost estimate for in-person attendance at Commission meetings (generally 2 hours in length) as well as a cost estimate for additional staff time outside of Commission meetings needed to complete both tasks.
- Provide an hourly rate for Tasks 4 – 8.
- For Task 5, include a cost estimate both for in-person attendance at a public hearing and a cost estimate to watch the hearing remotely using the online video archive.
- Identify resources to be provided by the Consultant at no cost to the Commission necessary to implement Consultant's proposal.
- Identify any requirements for Commission-furnished equipment, materials, facilities or any other Commission support necessary to implement Consultant's proposal.

- Describe any additional contingency fees or costs that may be added should Consultant's services be selected (if there are expenses which are considered reimbursable and not included in the fixed fee or hourly rate proposal, such expenses shall be identified and quantified as fully as possible).

Equal Opportunity Contracting Program (EOCP)

- Complete forms as required by the City.

F. LICENSES

Contractor will install mapping software, including providing all necessary licensing and associated infrastructure, to make available both on commission computers and through a web-based tool accessible to all interested parties. Commission has the right to make backup/archival copies of data and to make unlimited copies of the documentation.

G. DOCUMENTATION AND REPORTS

Nine (9) hard copies of the proposal should be submitted in the following format and include:

H. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Consultant intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

I. QUALIFICATIONS AND EXPERIENCE

The Commission seeks a Consultant with relevant experience in developing redistricting plans and:

1. Contractor (s) and their staff must have a minimum of three (3) years expertise and experience in redistricting support services as requested by the Commission. In addition, at least one member of the Contractor team should have prior experience completing a redistricting process.
2. Expertise in sources and analysis of population and demographic data.
3. Current and comprehensive understanding of federal, state, and local laws and regulations pertaining to redistricting plans and criteria, including California Elections Code §21620, the Federal Voting Rights Act of 1965, and the San Diego City Charter.
4. Local understanding of and experience with the City of San Diego, its neighborhoods, and constituencies.
5. An understanding of the support role of the Consultant and the Commission's goal to maximize public access to its proceedings.
6. A demonstrated capacity to serve with impartiality in a nonpartisan role.
7. Contractor (s) must submit their proposal using the format identified in the RFP.

SECTION D
PACKAGING AND MARKING
(RESERVED)

SECTION E INSPECTION AND ACCEPTANCE

The City of San Diego's Chief of Staff for the Redistricting Commission, or designee, will be responsible for inspecting and accepting all work, documents and information received from the Contractor (same as Contract Administrator) for the scope of services specified herein.

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

Risk of loss or damage or non-functional to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

SECTION F

DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C for the period of Four (4) months beginning the date of the Notice to Proceed letter. Delivery shall be made in accordance with the Contract Documents (see Section I.01, “Definitions”). The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the 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 the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor’s inability to obtain materials, equipment, or labor.

SECTION G

CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Chief of Staff for the 2010 Redistricting Commission or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

A. INVOICING AND PAYMENT

1. Invoices must be submitted per Tasks as itemized on Pricing Page on page 8 in duplicate (one copy to be marked "original") to:

- The City of San Diego
Chief of Staff, 2010 Redistricting Commission
Midori Wong
1010 2nd Ave Suite 1060
San Diego, CA 92101-4901

and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.

2. Upon review and approval from the 2010 Redistricting Commission., invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

4. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City of San Diego. In order that this Form is the current Revision at time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is: <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.
5. Prompt payment discounts of twenty (20) days or more will be considered in the evaluation of Proposals. Discounts of less than twenty (20) days will be taken at the time of payment when applicable, but will not be considered in the evaluation of Proposals. Prompt payment discounts shall be identified on the Signature Page, Section A-4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

6. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions"). The invoice shall reference the Purchase Order number, include the date of services, description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.
7. If applicable, any extra-ordinary labor charges for services shall be included on the invoice. A description of the extra-ordinary work to include the location/and or section work was performed shall be provided. Contractor must attach written authorization from the Contract Administrator approving extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be as stated on the current Pricing Agreement.
8. If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

B. PRICING

Unless called for in the General Contract Clauses, no escalation factor is allowed. The Contractor must notify the City in writing in the event of a decline in market price(s) below the Price Schedule and the City will make an adjustment in the Contract Amount or elect to re-solicit.

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS
(RESERVED)

SECTION I

GENERAL CONTRACT CLAUSES

I.01 **Definitions**

Addenda – Additional terms or modifications to a Request For Proposal (RFP) after original RFP was issued.

Alternate Proposal – A response to a Solicitation, in addition to a Proposal that meets Specifications, which meets or exceeds the Specifications and offers additional advantages to the City.

Amendment – A document, signed by the Purchasing Agent or designee, and the Contractor, which outlines changes to an existing Contract.

Announcement – a notice of procurement opportunity.

Announcement of the Selected Contractor – A written announcement sent to all Contractors that submitted a proposal in response to this RFP (also known as the Intent to Award to an Apparent Successful Proposal or Contractor).

Apparent Successful Proposal or Contractor – The Proposal best meeting the City’s requirements which will be awarded the Contract, provided that all conditions subsequent are fulfilled.

Award – City’s acceptance of the Apparent Successful Proposal after required approvals.

BAFO – Best and Final Offer.

Contract – The agreement between the City and the Successful Contractor which includes the terms and conditions in the Contract Documents and the Successful Proposal.

Contract Administrator - Successful Contractor’s point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract; same as Project Manager.

Contract Amount – The prices quoted on the Price Schedule in the Successful Proposal which the City agrees to pay.

Contract Documents – The documents as defined in the “Contract Form.”

Contract Term – The duration of the Contract as provided in the Contract Documents.

Contractor/Proposer/Bidder/Contractor – A supplier of goods and services. A reference to a supplier of product or service. These names are interchangeably used throughout the RFP.

Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code, which require the City to change the Contract Terms.

Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the Terms of the Proposal.

Must - Used throughout this RFP to indicate mandatory requirements; same as “shall.”

Notice to Proceed – A written notification from the City to the successful bidder or Contractor stating that there is an award of contract in accordance with the a bid or proposal previously submitted, and that effective with receipt the contractor shall proceed with performance; allows work to start.

Price Schedule – Forms issued by the Purchasing Agent for Contractors to quote Contract Amount.

Procurement Card – City issued credit card.

Proposal – An offer to enter into a Contract with the City for goods or services at a specified amount subject to the terms and conditions of the Contract Documents.

Proposal Closing – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

Proposed Equivalent – Goods proposed by a Contractor to be equal to those described in the Specifications.

Protest – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

Purchase Order – The Purchasing Agent’s form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.

Purchasing Agent – The person with authority as delegated by the Mayor to enter into, administer, and /or terminate contracts, and make related determinations and findings.

Solicitation or Request For Proposal – Document inviting prospective Contractors to submit Proposals for goods or services.

Special Contract Requirements – Additional provisions which are unique to the particular type of Contract being awarded.

Specifications or Scope of Services – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements.

Suspension – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

I.02 Type of Contract

This is a Firm Fixed price contract.

I.03 Term of Contract

The term of this contract shall be the performance period as defined in this solicitation, with dates to be memorialized in the Notice to Proceed.

I.04 Notice to Proceed

The Contractor shall not proceed with any work required by this contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

I.05 Changes

The City of San Diego may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided, the City of San Diego gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the City of San Diego to an extension.

If the City of San Diego exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance pursuant to San Diego City Charter Section 99.

I.06 Conflict of Interest

The 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. The City may determine that a conflict of interest code

requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

The Contractor shall 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.

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

If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

I.07 **Holidays:** The City of San Diego observes the following Holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

I.08 **Availability of Funds**

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in

accordance with auditable costs for services or products provided prior to notification of termination.

I.09 **Insurance**

Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

9.1 Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Professional Liability. The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00

(one million) per occurrence and \$2,000,000.00 (two million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a “claims-made” form, the winning Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

9.2 Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

9.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The 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 Eligible Surplus Lines Insurers (LESLI 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.

9.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor’s insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

9.5 Reservation of Rights. The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

9.6 Additional Insurance. The Contractor may obtain additional insurance not required by this Agreement.

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

I.10 Criminal Background Screening

All Contractor employees working on this contract must have a criminal background check and all affected employees shall be clear of any sexual and drug related convictions. All Contractor employees shall be free from any felony convictions. The Contractor shall ensure that a criminal background check is conducted and the record(s) of the employee(s) are clear of all of the aforementioned criminal convictions.

I.11 Jurisdiction, Venue

The venue for any suit or proceeding concerning Proposals or the Contract Documents, the interpretation or application of any of its Terms, or any related disputes shall be in the County of San Diego, State of California.

I.12 Legal Requirements

Federal, state, county and local laws, ordinance, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

I.13 Changes

- a. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the contract.
- b. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.
- c. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing.

I.14 Drug-Free Workplace

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

I.15 Notices

Notices under this Contract shall be in writing, shall reference the Contract Number, and shall be considered effective upon personal delivery to the individuals listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

- The City of San Diego:
Purchasing Agent
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego CA 92101-4195

I.16 Indemnification and Hold Harmless Agreement

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or the Contractor's employees, agents, and officers, arising out of performance involving this Contract, the Contractor agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

I.17 The City of San Diego Restrictions

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the Contractor to immediately notify in writing specifying the regulation which requires alteration. The City of San Diego reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of San Diego.

I.18 Assignment or Transfer

The Contractor shall not assign or transfer any interest in the contract, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from the City of San Diego pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

I.19 Availability of Records

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

Contractor must include this provision in all subcontract documents exceeding \$5,000.

I.20 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

- a. Neglect of duty;
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;
- c. Theft, vandalism, immoral conduct or any other criminal action;

- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the City of San Diego; and
- e. Criminal convictions.

Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.

I.21 Removal of Employees

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit to perform duties at the discretion of the City of San Diego and Contractor shall comply with all such requests.

I.22 Supervision

The Contractor shall provide adequate and competent supervision at all times during the performance of the contract. The Contractor or his designated representative shall be readily available to meet with the City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

I.23 Performance Evaluation Meeting

The Contractor shall be readily available to meet with representatives of the City of San Diego weekly during the first month of the contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

I.24 Federal, State and Local Reporting Compliance

The Contractor shall provide such financial and program information as required by the City of San Diego to comply with all Federal, State and local law reporting requirements.

I.25 Nondiscrimination

25.1 Compliance with the City's Equal Opportunity Contracting Program. The contractor shall comply with the City's Equal Opportunity Contracting Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.), and <http://www.sandiego.gov/eoc/index.shtml>. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this

Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

25.2 Non-Discrimination Ordinance. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The 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. This language shall be in contracts between the Contractor and any Subcontractors, Contractors and suppliers.

25.3 Compliance Investigations. Upon the City's request, the Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

I.26 Project Personnel

Except as formally approved by the City of San Diego, the key personnel identified in the Contractor's Bid shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to the City of San Diego and approved.

I.27 Photo Identification Badge

The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

I.28 Lobbyist Activities

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of The City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence the City of San Diego on matters within their official jurisdiction.
2. For purposes of this Policy, a lobbyist is not considered a public official acting in her/his official capacity.
3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.
4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

I.29 Gratuities

1. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Purchasing Agent or a designee determines that the Contractor, its agent, or another representative:
 - a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and
 - b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated under the first paragraph above, The City of San Diego is entitled:
 - a. To pursue the same remedies as in a breach of the contract; and
 - b. In addition to any other damages provided by law, to exemplary damages of not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the Purchasing Agent or a designee.

I.30 Termination

1. Termination for Default

The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten (10) days after receipt of such notice. The following are considered defaults:

- a. Failure to make delivery of the goods or to perform the services within the time specified; or
- b. Failure to perform any of the obligations of this Contract, or to make progress in performance which may jeopardize full performance.

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

2. Termination for Convenience

The Purchasing Agent, by written thirty (30) day notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

The Purchasing Agent may, by written notice to the Contractor, terminate this contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)

- a. Deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- b. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.

- d. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

I.31 Insolvency

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Purchasing Agent 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 the City of San Diego contract numbers and Contracting offices for all the City of San Diego contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.32 Dispute Resolution

Except as otherwise provided in this Contract any dispute concerning a question of fact arising under this Contract, shall be decided by the Purchasing Agent. The decision of the Purchasing Agent is final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal. The decision of the Purchasing Agent, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

I.33 Patents and Royalties

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless The City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the contract prices shall

include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.34 Warranty of Services

1. "Acceptance," as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the contract price.
4. All goods and services provided under the Contract shall be warranted by Contractor and/or manufacturer for at least twelve (12) months after Acceptance by City, except automotive equipment, which will be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless stated differently in the Contract Documents.
5. Contractor shall be responsible to the City for all warranty service, parts and labor. Contractor is responsible for ensuring that warranty work is performed at a facility acceptable to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself.

I.35 Licenses and Permits

The Contractor shall, without additional expense to the City of San Diego, 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 the performance of

the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

I.36 Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.37 Protection of the City of San Diego Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.38 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work, hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

I.39 Suspension of Work

The Purchasing Agent may order the Contractor in writing to suspend all or any part or the work for such period of time as he or she may determine to be appropriate for the convenience of the City of San Diego. In the case of delay caused by the City, the Contractor may be entitled to an adjustment. However, no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

I.40 Standards of Performance

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.

Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Contractor in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Contractor offers an item of a manufacturer or Contractor other than that specified, Contractor must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.

The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Contractor's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Contractor shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

If Contractor has offered goods or services which are responsive, Contractor may thereafter include with the Proposal any additional proposals or alternative goods that are not "equals" but that Contractor believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. Proposers must submit alternate proposals as a separately bound proposal and must be prepared in accordance with the instructions specified in Section L of this RFP.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Mayor, or

other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices.

I.41 Notice of Labor Disputes

- a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.
- a. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

I.42 Pending Legal Dispute

Unless the Contractor specifically indicates otherwise in the Proposal, submission of a proposal is deemed a warranty by Contractor that no judgments or awards have been entered against Contractor and that it is not currently involved in litigation or arbitration concerning Contractor's provision of services or goods similar to those which are the subject of this Contract. If Contractor discloses that such a warranty cannot be made, the City will require Contractor to furnish the City with a performance bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the Contract Amount.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or Contractor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

I.43 Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

I.44 Americans with Disabilities Act Certification

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I.45 Debarment Proceedings

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0800, *et seq.*

I.46 Public Agency

Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

I.47 Product Endorsements

Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

I.48 Procurement Card Transactions

The City may opt to purchase supplies and services via a city-issued Procurement Card. Within thirty (30) days of the City utilizing Procurement Cards as a payment vehicle, the contractor is required to have a credit card reader capable of transmitting Procurement Card transactions at Level 2, which identify the items purchased by the City. For purchase verification, the City shall receive an itemized receipt and the respective transaction slip.

I.49 Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

I.50 No Waiver

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

I.51 Covenants and Conditions

All provisions in the Contract expressed as either covenants or conditions on the part of the City or Contractor, shall be deemed to be both covenants and conditions.

I.52 Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

I.53 Independent Contractors

The Contractor and any subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

I.54 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.

I.55 Software Licensing

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

I.56 Intellectual Property

56.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

56.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Contractor, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

56.3 Intellectual Property Rights Assignment. Contractor, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

56.4 Moral Rights. Contractor, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Contractor, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Contractor, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the content and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

56.5 Subcontracting. In the event that Contractor utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Contractor and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

56.8 Enforcement Costs. The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney’s fees.

I.57 Confidentiality of Services

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

I.58 Business Tax License

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500. The City requires that each Contractor provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City’s request may result in a Bid being declared non-responsive and rejected.

I.59 Performance and Payment Bond

If a Guarantee of Good Faith is required, any of the following may be submitted in the amount specified made payable to the City: a certified check; a bank or postal money order; or a bid bond executed by a corporation authorized to issue surety bonds in the State of California. Failure to submit an acceptable Guarantee of Good Faith with the Proposal will automatically render it void.

The Apparent Successful Contractor may be required to furnish the City with a surety bond conditioned upon the faithful performance of the Contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the Amount of the Contract, unless stated differently in the Specific Provisions. The City may file a claim against such bond or deposit in the event the Contractor fails or refuses to fulfill all terms and conditions of the Contract.

I.60 Compliance with Controlling Law

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

I.61 Equal Benefits

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

SECTION J
LIST OF ATTACHMENTS, EXHIBITS, OR APPENDICES

- Attachment 1 - Contractor Registration Form
- Attachment 2 - Contractor Standards Pledge of Compliance Questionnaire
- Attachment 3 - Equal Opportunity Contracting Program (EOCP) Proposer Requirements

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS OR RESPONDENTS

- K.1** By submission of this proposal, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies.
- K.2** Should the Contractor be unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- K.3** The following forms are required to be completed to validate the proposal and upon acceptance of the contract will confirm compliance with The City of San Diego eligibility requirements as stated in Section L.

FORMS REQUIRED OF ALL CONTRACTORS:

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References/List of Subcontractors
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility matters
4. Indemnification, Defense and Hold Harmless Agreement Regarding Information Requested Under The California Public Records Act
5. Proof of Insurance
6. Criminal Background Certification
7. Equal Employment Opportunity (EEO) Policy and Forms:
 - a. San Diego-Based (Local) Contractors.
 - b. Work Force Report.
 - c. See Section J "Equal Opportunity Contracting Program (EOCP)" for additional forms and requirements.
8. Affidavit for Contractor
9. Conflict of Interest Disclosure Statement
10. Drug Free Workplace Certification

CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

1. Name of Firm: _____

2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual ____; A Corporation ____; Partnership ____ or Joint Venture _____. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
 - a. If incorporated, existing under the laws of the State of: _____.
 - b. Date of incorporation: _____
 - c. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: _____. Data Universal Numbering System (DUN & BRADSTREET) Number: _____.
 - d. Office which will be responsible for providing the City of San Diego the specified services:

Address: _____

Contact Person/Telephone Number: _____

Fax Number: _____ Email: _____

5. Name, title, and signature of individual duly authorized as representative to execute contracts:

Name: _____

Title: _____

Signature: _____

6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.

- 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.

- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.
- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: _____

Printed Name: _____

Position: _____

Dated this _____ day of _____, 20__.

PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

SOLICITATION NUMBER: _____

NAME OF CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

1. Name your principal financial institution for financial reference:

Name of Bank: _____

Point of Contact: _____

Address: _____

Telephone Number: _____

I authorize the release of credit information for verification of financial responsibility.

Contractor's Signature

(Date)

Name (typed or written)

2. State your firm's average receipts over the past 3 years: \$_____.

3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation: if a joint venture, list names and addresses of ventures.

(Name) (Address)

(Name) (Address)

(Name) (Address)

4. How many years has your firm been in business as a contractor under your present name?
____ years.

5. How many people are currently employed by your firm? _____

6. Have your firm failed to complete a contract? Yes ___ No ___ (check one)

If yes, give details

7. List the names of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

LIST OF REFERENCES

Reference #1

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of the Contract:

Reference #2

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of the Contract:

Reference #3

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of the Contract:

8. The Contractor is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of the proposal. NOTE: Add additional pages if necessary.

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
 - a. Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
 - b. Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - c. Are are not presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
 2. The Contractor has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

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

- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS
AGREEMENT REGARDING INFORMATION REQUESTED UNDER
THE CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only 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 California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act 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 requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City 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 California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

EQUAL EMPLOYMENT OPPORTUNITY

The City Council and Mayor of the City of San Diego are committed to the goals of equal employment opportunity. All Contractors must submit with their proposal:

Small Emerging Local Business Program. Prime vendors/contractors/Contractors are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

All Contractors must submit with their proposal:

- 1) A copy of their company's equal employment policy, or non-discrimination policy prohibiting discrimination based on race, sex, religion, color, national origin, age or disability that is unrelated to the individual's ability to perform the duties of a particular job position.
- 2) Complete, sign, notarize and return the following forms:
 - Work Force Report.
 - See Section J "Equal Opportunity Contracting Program (EOCP)" for additional forms and requirements.
- 3) Identify subcontracting opportunities with San Diego-based businesses by: Name of firm, contact person, address, telephone, award amount and services to be rendered.

**PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000**

AFFIDAVIT FOR CONTRACTOR

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: _____
(Type or print)

Signature: _____
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: _____

Position: _____

Firm: _____

**PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000**

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print): _____

Signature: _____

(Must be signed by President or Vice President)

Position: _____

Firm: _____

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY CONTRACTOR REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD
DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

The acceptance of the Contractor's proposal for the services specified herein will be made by issuance of a duly authorized contract prepared by the City of San Diego. Contractors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of The City of San Diego concerning the award until a contract is executed.

L.1 Questions

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the City will be formally made at scheduled meetings in person, telephone or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Office listed on the cover page no later than 5:00 p.m. P.T. on the due date specified on the Cover Page of this solicitation. Such requests should contain the following: "QUESTIONS: 10014983-11-G RFP". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail the Procurement Specialist listed on the cover page. It is incumbent upon Contractors to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

L.2 Additional Instructions

1. Contractor's Mailing Address

It is the responsibility of every Contractor to register and maintain their current mailing address with the City of San Diego.

2. Submission Instructions

Please submit one (1) original and nine (9) complete copies of your proposal documents in sealed envelopes or cartons. The original proposal must be clearly marked, signed (use blue ink) and submit in a separate sealed envelope, with all copies being addressed to:

Purchasing & Contracting Department
The City of San Diego ATTN: Pam Glover, Procurement Specialist
1200 Third Avenue, Suite 200
San Diego, CA 92101

If hand carried, proposals must be delivered by 4:00 p.m. PT on the Closing Date specified on the Cover Page. Late proposals delivered/received after 4:00 p.m. PT will not be accepted.

The outside of each envelope or package must be labeled:

- a. RFP Description
- b. RFP No. 10014983-11-G
- c. Name of Contractor
- d. Package x of y

3. Firm Offer Period

By submission of a Proposal, Contractor guarantees that the offer is firm for ninety (90) calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another ninety (90) days, unless the Contractor indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty (30) days prior to expiration of the current ninety (90) days period.

4. Detailed Proposal

All items specified in Section C, "Scope of Services" beginning with Paragraph E "Core Requirements and Deliverables" must be addressed in the proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Proposers should also include any other information they feel may be of benefit to the City. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.

In order for a Proposal to be accepted, it must be submitted on the forms, if any, provided by the Purchasing Agent. A detailed proposal must be submitted along with those forms identified in Section K for the proposal to be complete. The documents should be prepared in single-spaced type on 8 ½ x 11" paper, using one side of the paper only. The original proposal must contain a signature of an authorized representative of the Contractor. An authorized representative of the Contractor must initial all corrections made on the proposal sheets. The company name must appear on each sheet where a correction is made. The Proposal must include all documents materials and information required herein. Pages should be numbered at the bottom to show page numbers and total number of pages should be no more than 50 pages, excluding any forms or attachments required

per this RFP. This also does not include resumes or descriptive literature. (e.g. Page 1 of xx, etc.)

Contractor shall carefully examine all Contract Documents and regulations relating to the goods or services to be furnished and shall be bound by same unless exceptions are proposed in writing at the time of submission of the Proposal and said exceptions are accepted by the City in writing. Any exceptions to the City's Contract Documents submitted by Contractor are deemed rejected unless and until accepted by the City in writing as discussed above. The City may reject Contractor's Proposal as non-responsive or consider the Proposal without Contractor's proposed exceptions if exceptions are submitted. If after Award of Contract, Contractor attempts to provide materials or services subject to new or additional terms or conditions, unless mutually agreed between City and Contractor, they too shall be considered void and City may terminate the Contract.

5. Schedule

The unit of measure specified in the Schedule is descriptive only and is not used as a basis to determine award of Contract.

- a. The line item(s) in the Price Schedule (Section B) must include any and all warehousing, freight, delivery, pickup, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.
- b. Contractor shall insert a unit price, and extended amount for each line item specified on the schedule, if applicable. Additionally, Contractors shall calculate and insert the total offer price, where appropriate on the schedule.
- c. Contractors are cautioned that the item descriptions in the Schedule are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Contractor must consult the Specifications of the solicitation document for complete descriptions of the required supplies or services.
- d. Contractor shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.
- e. Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Contractor, or an authorized representative of the Contractor. Telephonic withdrawals or modifications are not permitted.

6. Options

- a. The City of San Diego will evaluate offers for award purposes by adding the total price for all options, if applicable, to the total price for the basic requirement. The City of San Diego may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the City of San Diego to exercise the option(s).
- b. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Contractor within the initial ninety (90) days period or extension thereof, shall result in a tentative award subject to required post-award submittals and approvals by the appropriate City official(s) or body. Final approval and execution by the City will result in a binding Contract. Before the offer's specified expiration time, the City of San Diego may accept an offer (or incorporate the accepted option price), whether or not there are negotiations after its receipt.

7. Awards

One award of contract is anticipated under this solicitation. However, The City of San Diego reserves the right to make a single or multiple awards. Based on the Proposal submitted and subsequent negotiations and submission of a Best and Final Offer, if applicable, the City and Contractor will sign the Contract furnished by the City.

8. Contact during and after Contractor's Submittal

All Contractors who are considering submitting a proposal for a project are prohibited from having any communication concerning the RFP with any City employee, any City of San Diego Council Member, the Mayor, or any Evaluation Committee Member, after issuance of the RFP, and prior to the Contract being awarded, with the exception of communications with the contact person listed on the cover page of this RFP, or designee, in the Purchasing & Contracting Department. A proposal from any Contractor will be disqualified when the Contractor violates this condition of the RFP. The City will inform all Contractors of its Intent to Award a Contract (also known as an Announcement of the Selected Contractor) in writing.

9. Acceptance and Rejection of Proposals

- a. Acceptance: All proposals properly completed and submitted shall be considered by The City of San Diego.
- b. Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to the following:

- (1) The proposal is time-stamped at the Purchasing & Contracting Department after the deadline specified in the RFP.
 - (2) Failure to execute and return the required forms.
 - (3) Failure to respond to all subsections within the RFP. All proposals that are materially unbalanced, (i.e. that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.
 - (4) The Contractor warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Contractor has not in any manner sought by collusion to secure any advantage over the other Contractors. Proof of collusion among Contractors, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
 - (5) The proposal shows non-compliance with applicable laws or contains any unauthorized additions, deviations or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - (6) The Contractor adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award or adds provisions contrary to those in the RFP.
- c. Pursuant to the Notice to Contractors advertised in the official City newspaper and/or the-Solicitation issued by the City, the Contractor's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), subject to further negotiations as outlined in these General Contract Clauses (Section I), and is subject to all of the terms and conditions of these General Contract Clauses (Section I), all Contract Documents, as well as the City of San Diego Charter and Municipal Code.
- d. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Contractor furnishes evidence from the post office station of mailing which establishes an earlier time.
- e. The Terms of the Addenda shall be considered in evaluating and submitting Proposals. It is the Contractor's responsibility to ensure that any Addenda to a Proposal are downloaded from the City's website or otherwise obtained. Failure

to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

10. Protests

If an unsuccessful Contractor wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after Announcement of the Apparent Successful Contractor, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest. Protests will only be considered if one of the grounds for protest as set forth in the San Diego Municipal Code Section 22.3029 has been met.

11. Requirements Prior to Contract Execution

Prior to contract execution, the selected Contractor will be required to provide the additional materials as referenced below within ten (10) calendar days from the date of the City's request, if not already on file. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the Contractor to be rejected as non-responsive. Required submittals include:

- a. Insurance requirements, as specified in Section I.09.
- b. Taxpayer Identification number (W-9), as specified in Section I.36.
- c. San Diego Business Tax License, as specified in Section I.58, if not currently on file.
- d. In order to prevent potential or perceived conflicts of interest among Proposer personnel, the Contractor shall submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to execution of the Contract. Please visit the link for the form and instructions at <http://www.fppc.ca.gov/index.php?id=500>.

L.4 RFP Proposal Format and Organization

Contractors shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important for you to follow the format outlined below to assist us in the evaluation process. All proposals should be securely bound, and must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the City of San Diego.

1. **Tab A - Representations and Certifications.** Contractor shall include all completed verification statements and required forms specified in Section K.

2. **Tab B - Executive Summary and Responses to Scope of Services.** Contractor shall provide the following information in the order outlined below:

- a. A title page;
- b. A table of contents;
- c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Contractor’s ability to meet the requirements of the RFP and a statement describing why the Contractor believes itself to be best qualified to provide the identified services;
- d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the City of San Diego may cause the proposal to be not further considered; and
- e. Responses to all items specified in Section C, “Scope of Services” beginning with Paragraph E “Core Requirements and Deliverables”.

3. **Tab C - Cost/Price Proposal (if applicable)**

Contractors shall submit its detailed cost proposal as specified in Section B, including any required attachments as specified in Section B.

4. **Tab D – Subcontracting Plan:** The Contractor shall submit a subcontracting plan with the proposal. The subcontracting plan shall address the following:

- Use of San Diego-Based (Local) Business.
- See Section J “Equal Opportunity Contracting Program (EOCP)” for additional forms and requirements.

The plan shall address each of these areas and specifically identify name of potential sub-contractor(s), or area to be sub contracted, field of expertise, number of years in the field, proposed dollars amounts of subcontracting effort by category and references. This plan will be incorporated into the winning contractor’s contract, and monitored throughout the life of the contract for compliance.

5. **Tab E - Signed Contract:** This tab represents the Contract in its entirety, which shall include Sections A through J and the proposal by the Contractor. This tab must include each and every page, form, option, or submittal, as specified in Sections A – J. Therefore, the Contractor shall prepare this tab as follows:

- a. Complete Section A, Contract (blocks 4, 6 and 8) of the RFP;
- b. Complete Section B of the RFP in its entirety to include any options;
- c. Include Section C of the RFP, and Contractor’s proposal in response to Section C;
- d. Include Sections D through I of the RFP;

- e. Include Section J of the RFP and all completed forms as required in this section; and

All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable. A Best and Final Offer (BAFO) or written clarifications to the Contractor's proposal, if requested by the City, will become part of the contract only upon written acceptance by the City in the form of a fully executed Signature Page. If the City requests a BAFO or written clarifications of the Contractor's proposal, the Contractor shall complete a revised Section A, Contract (blocks 4, 6 and 8), sign and return the revised Contract Document(s). Any changes that result from the BAFO or written clarifications of the Contractor's proposal shall be clearly identified and justified by the Contractor in a cover letter attached to the revised Contract Document(s).

SECTION M

EVALUATION PROCESS

M.1 Evaluation for Options

The City of San Diego shall evaluate offers for award purposes by evaluating the qualifications of firms submitting a response to this RFP.

M.2 Process for Award

The City of San Diego will award a contract to the responsible Contractor whose offer conforms to the RFP and whose offer best meets our needs and are most likely to assist The City of San Diego in achieving its objectives. The combined relative merit of the evaluation criteria listed below will be used in the selection of the Contractor. The City of San Diego reserves the right to seek clarification of information submitted in response to this RFP. The City of San Diego also reserves the right to make award without further discussion.

Optional Oral Presentation: The City may require additional written or oral information from Contractors to clarify responses. Only Proposers meeting qualifications as determined by the City may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals and as part of the selection process. Prior to any oral interview, the City will have completed all reference checks. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s) and to assess their expertise. If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within seven (7) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

Optional Discussions/Negotiations: The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals. Contractors, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may be asked to discuss and/or negotiate their Proposals with the City to facilitate arrival at a Proposal that is most advantageous to the City. Discussions/negotiations may include verbal and/or written clarifications in price, specifications, terms and conditions, quality, performance of the contract, and any other aspect of this procurement. If the Procurement Specialist determines that discussions/negotiations are in the best interest of the City, the Procurement Specialist will advise select firms in the competitive range to have discussions/negotiations, and then contact those select firms in writing to submit a Best and Final Offer (BAFO) allowing Proposer(s) to change their price proposal after the RFP due date based upon discussions/negotiations for consideration by the City after discussions/negotiations are held. However, discussions/negotiations may not be conducted if the Procurement Specialist determines either that discussions/negotiations are not in the best interests of the City or that discussions/negotiations need not be conducted: (a) with respect to Price Proposals that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior Price Proposal experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable Price Proposal.

Unless the Contractor clearly specifies otherwise, the City may elect to award more than one Contract, by awarding separate items or groups of items to various Contractors. Awards will be made for the items, or combinations of items, which result in the best value and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

The City of San Diego also reserves the right to make award without further discussion. In addition, the City of San Diego reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City. The City reserves the right to limit the competitive range to firms highly rated for purposes of efficiency.

M.3 Evaluation Panel

1. Based on the evaluation criteria outlined in M.4, all technical proposals shall be evaluated and scored by the Source Selection Evaluation Committee designated by the City of San Diego. Written or oral discussions may be requested from the Contractors to resolve uncertainties relating to their Proposals and to arrive at a complete agreement on all requirements. The Source Selection Evaluation Committee, upon completion of evaluating the technical proposals, will recommend

to the Purchasing Agent award be made to the selected highest technically qualified ranked firm(s).

- 2 The City of San Diego reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by a Contractor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

M.4 Evaluation Criteria The following elements represent the evaluation criteria that will be considered during the evaluation process:

Proposals will be evaluated by the Commission using the following criteria:

- 1. Firm background and capability to provide services and expertise (20 points)**
 - Background of the firm and subcontractors
 - Local office base
 - Knowledge of City, its neighborhoods, and constituencies
 - Capability to meet needs in a timely manner
- 2. Relevant experience and past performance (20 points)**
 - Previous experience with completing redistricting processes, including outcomes
 - Current and comprehensive understanding of data, legal criteria, and analysis associated with completing the redistricting process
- 3. Understanding of proposal request as evidenced by information submitted in the RFP (20 points)**
 - Requested information included and thoroughness of response
 - Understanding of the project, including Commission stated goals and role of the consultant
 - Capability to serve in an impartial, nonpartisan role
- 4. Approach to completing scope of work and cost to the City (15 points)**
 - Scope of work, deliverables, and time and fee schedule
 - Ability to deliver and adjust information under specified time constraints
- 5. Equal Opportunity Contracting Program (EOCP) desirable (25 points)**
(Optional) Oral Presentations, at no cost to the City.

After written proposals have been reviewed, interviews with prospective firms may be scheduled with some or all of the proposers. Consultant(s) should be aware, however, that written proposals will be the principal element of the competitive evaluation process.

If scheduled, interviews will be question/answer format for the purpose of clarifying the intent of any portions of the proposal. The principal and/or project manager who will be directly responsible for carrying out the contract, if awarded, should be present at the interview. This provision also applies to all sub-contractors that Consultant(s) intend to employ for the duration of the contract.

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or Contractor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, the Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

M.5 Additional Eligibility Requirements

M.5.1 The Contractor must have no conflict of interest with regard to any other work performed by the firm for The City of San Diego.

M.5.2 The Contractor must adhere to the instructions in this RFP on preparing and submitting the response

Attachment 1



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:
(as reported on W9)

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:

License Number: License Type:

License Number: License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:
(as reported on W9)

Product/Services Information:

NIGP Codes:

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* <small>(51% ownership or more)</small> <small>*Required</small>	<input type="checkbox"/> Male <input type="checkbox"/> Female or	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility
---	--	---

Ethnicity:

Ethnicity:

* select one from the following **List of Ethnicities:**

- | |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification: *

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

Attachment 2

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

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

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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

If Yes, use *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ____/____/____ State of incorporation: _____

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

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

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

List names of members who own five percent (5%) 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: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

If Yes, use *Pledge of Compliance 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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

- II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
 - A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

 - B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant 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.

 - C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant 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. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

- 1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
 - a. 20% participation – 5 points
 - b. 25% participation – 10 points
 - c. SLBE or ELBE as prime contractor – 12 points
 - 2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
- B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

- C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
 3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the RFP evaluation process. A maximum of [13?] additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians,

Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **“Women Business Enterprise” (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **“Disadvantaged Business Enterprise” (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

“Other Business Enterprise” (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another

business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SDBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego.

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

**WORK FORCE REPORT
ADMINISTRATIVE**

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)*.

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/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: () _____

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: () _____

- 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)

WORK FORCE REPORT – 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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(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														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

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 (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 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 For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

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*

Exhibit: Work Force Report Job categories

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

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

