



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 9925-10-G

REQUEST FOR PROPOSAL

Closing Date: **November 4, 2009**
@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with Golf Operations Customers Satisfaction Survey

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail _____

SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

- 1) Proposal must be submitted on official City proposal forms.
- 2) All information on this Request for Proposal cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all proposers must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

PAM GLOVER/muw, Procurement Specialist

Phone: (619) 236-5554

Fax: (619) 533-3234

E-mail: MGlover@sandiego.gov

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I. INTRODUCTION, BACKGROUND, SUMMARY, AND SCOPE OF SERVICES

A. BACKGROUND

This program is part of Golf Division's commitment to providing excellent customer service. Golf Division is responsible in the maintenance and operation of the City's three municipal golf complexes (Balboa Park Golf Course, Mission Bay Golf Course and Practice Center and Torrey Pines Golf Course). There is also more information on the city's web page at: www.sandiego.gov/park-and-recreation/golf/index.html and www.sandiego.gov/fm/annual/index.html.

The mission of this program is dedicated to serving our customers by providing high quality golfing experiences to players of all ages and abilities and enhancing their enjoyment of the game of golf. In Fiscal Year 2009 (July 1, 2007 to June 30, 2008) there was a total of 303,347 rounds of golf played at the three municipal golf complexes. The estimated number of golfers who played at each of the three municipal golf courses in FY 2009 are as follows: Balboa Park Golf Course, 7,157 golfers; Mission Bay Golf Course 14,870 golfers; and Torrey Pines North and South Golf Courses, 12,420 golfers. In addition, major tournaments held at City of San Diego municipal golf courses include: the 2008 U.S. Open; The Century Club Invitational (formerly the Buick Invitational); the Junior World Championships; the City Amateur Championships; and the new Samsung World Championship that was held in September 2009.

The goal of the Customer Satisfaction Surveys is to collect information regarding the customers' views on the services provided by Golf Division.

B. SCOPE OF SERVICES

The Consultant will report to staff in the Golf Division of Park and Recreation Department. We expect that the Consultant will provide services to the City within 15 days of the award of the contract and that the effort will last approximately one year, the contract will have an option to extend the contract annually for a total of five years.

The objectives of the survey program are to:

1. Determine the key drivers of Golf Division customer satisfaction and incorporate those key drivers in a survey instrument;
2. Determine golf industry benchmark customer satisfaction survey questions and incorporate those key questions in the survey instrument;
3. Measure overall customer satisfaction with the Division's performance in providing services;

4. Measure customer satisfaction for specific services at three municipal golf courses including tee-time reservation system, tee-time check-in, course condition, fees pricing, public access to tee-times, affordable and accessible food and beverages, capital infrastructure and tournament bookings.
5. Measure customer satisfaction with individual City's Golf Division staff personnel;
6. Ensure that the customer survey results are statistically valid, have a high degree of accuracy and are not reflective of a respondent self-selecting survey process.
7. Develop recommendations for implementing an ongoing customer comments program to allow all customers the opportunity to provide easily deliverable and immediate customer comments on their golf experience. The program should allow customer comments to be easily collected, collated, reported and reviewed by golf staff.

C. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. Contract Administrator: Successful RFP's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract. Contract Administrator may also be designated as the City Project Manager.
3. Addenda: Additional terms or modifications to a solicitation after the original solicitation were issued.

II. SPECIFICATIONS

A. CORE REQUIREMENTS

This Request for Proposal (RFP) is an invitation for qualified bidders to prepare and submit proposals to identify key drivers of customer satisfaction for client-segments design and develop a survey instrument and customer feedback process, and conduct customer service surveys for Golf Division, Park and Recreation Department.

The Consultant will be required to complete the following tasks:

1. Identify key drivers of customer satisfaction. Obtain input from customer and stakeholder to determine key driver of customer satisfaction.
2. Develop, pre-test and finalize questionnaires. Work with City staff to develop new telephone survey. After consultation and input, final draft questionnaires will be developed for the surveys which will also serve as the pre-test questionnaire. A supplemental to telephone surveys such as web-based surveying is acceptable if it can be validated that the supplement to telephone surveying will result in statistically valid non-self-selecting survey results. A survey program utilizing written questionnaires survey instrument is not acceptable. A survey program solely utilizing a web-based survey instrument is not acceptable.
3. Update, Pre-test and Finalize Questionnaires. The Consultant will work together with City staff to make modifications to the existing survey administered by telephone. After consultation and input, final draft questionnaires will be developed for the surveys which will also serve as the pre-test questionnaire.
4. Develop Sampling Plan. The Consultant will develop a sampling plan. A mechanism will be in place by the Consultant to evaluate the sample population (at any time during data collection) to ensure that the participant base is representative of the larger Golf Division customer population under investigation. The number of interviews conducted with participants should reflect sample sizes with enough power to detect significance at a 95% confidence level.
5. Training. The Consultant will conduct an interviewer training session so that each survey interviewer is familiar with the survey. Information in any developed proposal should include the length of training, methodology and content of the session.

6. **Conduct Survey/Data Collection.** Directly conduct telephone surveys or subcontract services for the completion of telephone questionnaires. A plan will be developed and successfully implemented to ensure that the information collected from customers is accurate. Survey questioning will be conducted on an annual basis. Golf Operations has a customer database and will provide the customer contact information to the Consultant. Golf staff guidelines are to be followed by the Consultant to ensure customer contact information is kept confidential.

A toll free number should be made available to allow customers being surveyed the option to call in at the customers' convenience to complete the survey. This is most useful in cases where a customer is not at home and a message can be left on the customer's telephone answering machine.

7. **Analyze Data.** Include in the proposal a description of the methodology used for analyzing the data and information on the type of software used.
8. **Provide Results.** Consultant will provide complete written results of customer satisfaction surveys within 60 calendar days of Golf Division staff providing customer contact information required to conduct the annual customer satisfaction survey. Ability of the Consultant to provide customer satisfaction survey results in less than 30 days rather than within 60 days for the first annual survey is highly desirable.
9. **Design of a "take-one" customer feedback program.** Consultant will design a customer feedback program, including evaluating the various methods such as on-site customer suggestion boxes, distribution of comment cards to every golfer, web-based input and other suggested methods to assist Golf Division identify individual customer service issues that can be reviewed and addressed on an ongoing basis. The ongoing customer feedback program would not be a quantified survey measurement instrument but a method to allow customers to easily provide qualitative comments or suggestions year-round.

B. DELIVERABLES

The Consultant shall be responsible for the following deliverables:

A final customer satisfaction survey report will be derived from the project. The survey report will include:

1. Title Page
2. Introduction
3. Executive Summary
4. Survey Results

5. Methodology, and
6. Survey Questions used in the survey.

The schedule below summarizes the overall desired timeline for the customer satisfaction survey engagement:

- Project Initiation January 2010
- Completion of Annual Survey Instrument February 2010
- Customer Telephone Surveying February – March 2010
- Draft Survey Report April 2010
- Final Report April 2010

C. QUALIFICATIONS AND EXPERIENCE

The following experience, qualifications, and skills are required to successfully complete the requirements of this RFP.

1. The Consultant shall submit resumes for each Principal, Project Manager, and staff who will be involved in the project. The Consultant shall provide contact information, including e-mail address, for the principal in charge and project manager.
2. Consultant shall describe experience in completing similar golf course satisfaction surveys and present each team member's qualifications. The Consultant must have completed three (3) similar projects. For each completed project, provide the name of the jurisdiction and project manager the Consultant performed work for, address, telephone number, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of the references.
3. The Consultant shall have a minimum of three (3) years prior experience in preparation of golf course satisfaction surveys.
4. The Consultant shall be accessible, at the minimum, by e-mail and telephone, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time excluding City holidays.

D. REFERENCES

Consultants are required to provide to the City of San Diego a minimum of three (3) references for each project of similar scope as specified in this RFP (use form in the Forms section). Consultants shall also demonstrate that they are properly equipped to perform the work as specified in this RFP. This will enable the City to judge product reliability, performance, and other information. The City reserves the right to contact references not provided by the Consultant.

E. OPTIONAL CONSULTING SERVICES

Provide, at the discretion of the City, optional consulting services related to the scope of work and in accordance with this RFP. Optional consulting services may be required on an as-needed basis throughout the term of the contract. The City and the Proposer(s) shall mutually agree on optional consulting services price according to task(s) and as specified in Section III of this RFP.

III. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES - INSTRUCTIONS

Proposers shall submit their proposal for pricing on the following City's Price Proposal Pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable.

Fixed price shall be inclusive of all fees and costs of operations, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including Sub-Consultants. No other charges will be considered. Payment to be made in arrears for services rendered. Progress payments may be proposed but may be subject to negotiation. Additionally, the City may withhold approximately ten percent (10%) of the total contract price until all services provided by the Proposer have been determined to be acceptable to the City.

Pricing for Section III, paragraph B shall be fully-burdened fixed price for the core requirements and deliverables as specified in Section II of this RFP. Evaluation of price will be based on lump sum total as listed in Section III, paragraph B. No other charges will be considered. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed. Price evaluation will be based on prices entered on the City price pages only.

Proposers shall provide an attachment to the Pricing Pages that reflects the breakdown of labor hours, levels of effort, and other rationale used in determining all proposed lump sum pricing.

The City may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Consultant with such agreement to be confirmed in writing prior to the expiration of the contract period.

B. PRICING PAGE

Fixed Price Lump Sum Total: \$ _____

IV. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposers who have received this Request for Proposal, (RFP) from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings 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 Department Office listed on the cover page no later than 5:00 p.m. Pacific Time on October 29, 2009. Such requests should contain the following: “QUESTIONS: 9925-10-G RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Proposers must e-mail Pam Glover at MGlover@sandiego.gov. It is incumbent upon Proposers 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 Proposers 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.

C. SUBMISSION OF PROPOSALS

1. Proposals shall be:
 - a. Submitted in the format set forth herein;
 - b. Made in the official name of the firm or individual under which Consultant’s business is conducted (including the official business address);
 - c. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Consultant to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
 - d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);

- e. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original and three (3) copies sealed. Attachments shall be provided in the same manner. Faxed Proposals will not be accepted.

D. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposers will not be released until announcement of award.

E. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

F. ECONOMY OF PREPARATION

Proposers shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

G. SUBMITTAL OF PROPOSALS

All respondents are required to follow the format specified below. The context of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval.

1. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Consultant to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal.

2. Cover letter. The cover letter shall describe how the delivery of services will be provided to the City, including the location of the firm's offices and the response time to the City's requests. It shall describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either the cost or work progress. The cover letter shall include the title and signatures of the firm's contact person for this procurement, and the identification of the firm's project manager who will be responsible for the project's development and final plan. The letter shall be signed by a person with official authority to bind the company in a contract.
3. Intended Approach. This section should describe how your firm would complete the tasks described in the Scope of Services. Proposers should provide a response to each task outlined in the Scope of Services. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The Consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule.
4. A submission of sample tables and graphs that are reflective of the survey work typically performed by the Consultant should be included in the proposal
5. Relevant Project Experience and References. This section shall describe the team's experience in providing historic resource survey services for public entities and/or the private sector. The firm's experience specifically related to the scope of work, in the past five (5) years, shall be listed consecutively with the completion dates noted. When listing Sub-Consultants, describe the experience and the exact tasks each firm would perform. Provide references for each project mentioned.
6. Personnel Qualifications. Include the identification of the project manager with primary responsibility for this project, other project personnel, including partners and/or Sub-Consultants, and their individual areas of responsibility. An organization chart containing the names of all key personnel and Sub-Consultants with their specific task assignment shall be included. A resume for the project manager assigned to the project shall be included. The project manager's resume shall include at least two references with client phone numbers from previous assignments.
7. Proposers shall submit pricing proposals on the City's Price Submittal pages.
8. Cost Estimate. Include a matrix which details the full cost of the project broken down by task. This should include hourly rates and a not-to-exceed amount for the total project. Include the estimated average cost per successful telephone call or contact. Provide a list of positions and their estimated hourly billing rates for the first year of the contract. Use an assumption of 400 successfully completed customer questionnaires collected annually. Provide detail and assumptions to estimate the average cost per questionnaire completed by a customer.

9. Conflict of Interest. Consultant shall disclose to City staff if it is currently a Consultant with, or engage to perform services of any kind for, any person or entity that would conflict with the services to be provided to the City under this Agreement. Further, should Consultant be selected pursuant to this RFP, Consultant agrees that it will not act as a Consultant to or perform services with any new client which would conflict with the services provided under this Agreement. Consultant shall promptly notify the City in the event that any conflict occurs between Consultant's new client(s) and the City when circumstances, known to the Consultant, place the City and the Consultant's new client(s) in adverse, hostile, or incompatible positions wherein the interests of the City may be jeopardized.

H. ADDITIONAL SUBMITTALS/FORMS

1. Proposer's Statement of Financial Responsibility (use form in the Forms section).
2. Consultant Information (use form in the Forms section).
3. Vendor Registration (use form in the Forms section).
4. Workforce Report (use form in Forms section).
5. Consultant Certification Regarding Drug-Free Workplace Compliance (use form in the Forms section).

I. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance requirements as specified in Section V, paragraph C.
2. Taxpayer Identification number (W-9) as specified in General Provisions for proposals dated January 18, 2005.
3. Business Tax License as specified in Section V, paragraph L, if not currently on file.

J. EVALUATION COMMITTEES

The Purchasing Agent shall establish an evaluation committee to review and rate proposals. The evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent.

K. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

L. EVALUATION

The Evaluation Committee shall conduct its evaluation of the merits of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this evaluation will be the ranking by the Committee of each qualified Proposal on technical merit.

The criteria that will be used by the Evaluation Committee for the technical evaluation of Proposals for this procurement are listed below in decreasing order of importance.

1. Proposed methods and overall plan to accomplish the scope of services in a timely and competent manner.
2. Experience, professional and technical skills in the field of survey research;
3. Competitive fees and rates;
4. Organization, presentation and content of proposal;
5. Conformance to the specified RFP format.

M. ORAL PRESENTATIONS (OPTIONAL)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. 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). 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 three (3) 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.

N. NEGOTIATION (CITY OPTION)

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals.

Proposers, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may, be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Procurement Specialist determines that discussion is in the best interest of the City, the Procurement Specialist will advise Proposers to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Specialist determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (1) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (2) because the time of delivery or performance does not permit discussions; or (3) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

O. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

P. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Specialist may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Procurement Specialist deems appropriate. The Procurement Specialist may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

Q. BASIS OF AWARD

The Procurement Specialist will recommend contract award to the responsible Proposer(s) whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

Award of this contract will be in accordance with certain internal City approval requirements.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

V. SPECIFIC PROVISIONS

A. PRECLUDED PARTICIPATION

The successful Proposer to this RFP will be precluded from participation in any follow-up contracts related to or that incorporate the findings of this RFP.

B. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR

The Procurement Specialist is the City of San Diego's authorized representative for all pre-contract matters related to this contract. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this contract.

C. INSURANCE REQUIREMENTS

Insurance. The winning Proposer (Proposer) shall not begin any work under the Contract resulting from this RFP 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 Consultant 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. Proposer's liabilities, including but not limited to Proposer's indemnity obligations, under the Contract resulting from this RFP, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this RFP and Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this RFP may be treated as a material breach of contract by the City. The Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this RFP.

Types of Insurance. At all times during the term of the Contract resulting from this RFP, the Proposer shall maintain insurance coverage as follows:

Commercial General Liability. 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 \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two 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 Proposer's automobiles including owned, hired and non-owned automobiles, the Proposer 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 \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Proposer's employees who are subject to the Contract resulting from this RFP and to the extent required by the applicable state or federal law, the Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Proposer 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.

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

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this RFP 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.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this RFP.

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 the Redevelopment Agency of the City of San Diego, and their 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 the Redevelopment Agency of the City of San Diego, and their 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 Proposer’s insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Proposer’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 the Redevelopment Agency of the City of San Diego, and their 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 Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Proposer’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 and Employer's Liability 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 the Redevelopment Agency of the City of San Diego, and their 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.

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

Additional Insurance. The Proposer may obtain additional insurance not required by the Contract resulting from this RFP.

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.

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Proposer agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Proposer's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Proposer and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Proposer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under the Contract resulting from this RFP will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

E. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

F. INDEPENDENT PROPOSER

It is understood and agreed that the Proposer is an independent Proposer of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the winning Proposer. If the winning Proposer employs additional persons in the performance of the Contract resulting from this RFP, those persons shall in no way be considered employees of the City, but rather they shall be employees or Sub-Consultants of the winning Proposer, and the winning Proposer bears full responsibility for compensating those persons.

G. SUBCONTRACTING

The winning Proposer shall not subcontract all or any part of the work to be performed pursuant to this Request for Proposal without the prior written approval of the City.

H. NON-DISCRIMINATION REQUIREMENTS.

1. The Consultant shall comply with the City's Equal Opportunity Contracting Program Requirements [Attachment A]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Sub-Consultants comply with the City's Equal Opportunity Contracting Program requirements. Nothing in this section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Sub-Consultants. Should the Consultant retain Sub-Consultants with the City's written approval, the Consultant shall comply with all Equal Opportunity Contracting (EOC) requirements. For applicable rules and forms see <http://www.sandiego.gov/eoc/index.shtml>.

2. The Consultant 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 Sub-Consultants to participate in the sub-consulting opportunities. The 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, and other sanctions. This language shall be in contracts between the Consultant and any Sub-Consultants, vendors and suppliers.
3. Upon the City's request, the Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Sub-Consultants, vendors, and suppliers that the Consultant has used in the past five (5) years on any of its contract that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each sub-contract or supply contract. The Consultant 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 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 for violation of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

The Consultant is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement procedures practices, including but not limited to California Government Code sections 1090, et. Seq. and 81000, et.seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595

I. VENDOR REGISTRATION FORM.

All prospective Consultants and Sub-Consultants, as well as existing Consultants and Sub-Consultants, are required to complete and submit the online Consultant/Vendor Registration Form. Registration will be a prerequisite for the following: submission of future Consultant agreements or Sub-Consultant agreements for city projects; acceptance of all future Consultant bills and invoices submitted to the city; and award of all future contracts issued by the city. Consultant/vendor registration shall remain valid for two years from the date the registration form is originally submitted, and must be renewed at that time.

J. DRUG-FREE WORKPLACE

The Consultant 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 document by this reference (use form in Forms section).

K. ADA CERTIFICATION

The Consultant hereby certified 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 document by this reference.

L. BUSINESS TAX CERTIFICATE

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 each Consultant to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents by the Consultant being awarded this contract may result in the Consultant being declared non-responsive and rejected.

M. DELAYS AND EXTENSIONS OF TIME

1. The winning Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in the Contract resulting from this RFP.
2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the winning Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Proposer in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Sub-Consultant or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the winning Consultant or the Sub-Consultant or suppliers.

N. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the winning Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

O. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule periodic meetings during the term of the contract to discuss Proposer's performance. This meeting, should it be required, shall be scheduled at the City's request anytime during the term of the Contract. At this meeting, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

P. INSPECTION, ACCEPTANCE, AND PAYMENT

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been provided in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

Q. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing for the post award kick-off meeting shall be inclusive of the prices proposed in Section III, Pricing Pages.

R. SAFETY AND ACCIDENT PREVENTION

Proposer must comply with all applicable federal, state, county or municipal safety and accident prevention requirements, such as Occupational Safety and Health Administration (OSHA), a regulatory office of the U.S. Department of Labor.

S. RECORDS AND RETENTION

Upon contract expiration or termination of the contract, the Proposer shall provide electronic copies of the data collected and recorded to the designated Contract Administrator. Data format will be agreed upon by both City and Proposer.

T. DATA OWNERSHIP

The City retains for itself ownership and rights of ownership to all data gathered, reports and work product prepared by the Proposer in the performance of its responsibilities under this contract. Proposer acknowledges that the City retains ownership and rights of ownership to all of its data. Proposer shall not, without the written consent of the City, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this contract.

U. ASSIGNMENT

Proposer shall not assign any portion of the Contract resulting from this RFP for services to be rendered without written consent first obtained from the City and any assignment made contrary to the provisions of this section may be deemed a breach of the Contract and at the option of the City shall not convey any rights to the assignee.

V. EXCEPTIONS

If a Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal by the due date and time noted on the Request for Proposal cover page. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions. Acceptance of such exceptions shall be governed by the General Provisions.

W. 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 vendor to 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.

X. CONFIDENTIALITY OF SERVICES

All services performed by Consultant, and any Sub-Consultants if applicable including but not limited to all drafts, data, information, correspondence, proposals, reports or any nature, estimates compiled or composed by the Consultant, pursuant to the Memorandum of Agreement, 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 Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City.

Y. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

While doing business with the City, Proposers are expected to adhere to the standards of ethical business conduct as reflected in the document found as Attachment B to this RFP.

Z. STATEMENT OF ECONOMIC INTEREST

In order to prevent potential or perceived conflicts of interest among Proposer personnel, the City will request that all key personnel of the Proposer with the best offer complete and submit a current Statement of Economic Interest Form 700 prior to execution of the Contract. Please visit the link for the 2007-2008 form and instructions at <http://www.fppc.ca.gov/forms/700-07-08/Form700-07-08.pdf>.

AA. ENTIRE CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent successful Proposer and Memorandum of Agreement is fully executed by all signatories, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bonds 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.

The Contract will be deemed to incorporate the City's Request for Proposal, the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and price volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference, which will be memorialized on a Memorandum of Agreement form (See Exhibit A). Collectively, these documents will be known as "the contract documents" and will constitute the entire agreement between the parties. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

BB. CONSULTANT STANDARDS

This Proposal is subject to the Consultant Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Proposers are required to complete the Consultant Standards Pledge of Compliance included in this Request for Proposal (use form in Forms section). The Consultant Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

CC. CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information.

VI. FORMS

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references where work of a similar size and scope was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

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

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

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

Requirements of Contract: _____

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

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

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

Requirements of Contract: _____

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

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

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

Requirements of Contract: _____

PROPOSER’S STATEMENT OF SUB-CONSULTANTS

The Proposer is **required** to state below all Sub-Consultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each Sub-Consultant. Failure to provide details of Sub-Consultants may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

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

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Percentage of dollars of the sub compared to total contract value: _____%

What portion of work will be assigned to this Sub-Consultant: _____

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

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Percentage of dollars of the sub compared to total contract value: _____%

What portion of work will be assigned to this Sub-Consultant: _____

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

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Percentage of dollars of the sub compared to total contract value: _____%

What portion of work will be assigned to this Sub-Consultant: _____

PROPOSER’S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company’s most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

CONSULTANT INFORMATION FORM

CONSULTANT: _____

PROPOSAL NUMBER: _____

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. _____

PHONE NUMBER: One (1) Hour Response or Less _____

FAX NUMBER: _____

PAGER NUMBER: _____

CELL PHONE NUMBER: _____

EMERGENCY NUMBER: _____

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: _____

(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: _____

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: _____

SIGNATURE: _____

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



**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:

Doing Business As:

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:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

| | | | |
|---|----------------------------------|--|--|
| Primary Owner of the Firm (51% ownership or more) | <input type="checkbox"/> Male | or | <input type="checkbox"/> Sole Proprietorship |
| | <input type="checkbox"/> Female | | <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) |
| DPBT | (Persons With A Disability Or Disabilities Business Enterprise) |
| LGBT | (Lesbian, Gay, Bisexual, Transsexual Business Enterprise) |

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

Certification #:

Agency:

Certification #:

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

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All Underwriters 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 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**

PROPOSAL 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: _____

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.

H. BUSINESS INTEGRITY:

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

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*.
 Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

| | | |
|-------------------|--|----------------|
| Print Name, Title | Signature | Date |
| City of San Diego | Purchasing & Contracting Department Page 42 of 65 | rev 2008.12.24 |

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

ATTACHMENT A

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSULTANT REQUIREMENTS**

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subcontractors of professional service Consultants doing business with the City. The City encourages its Consultants to share this commitment. Prime 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 and professional service providers 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:
- Consultant 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 subcontracting 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. Compliance Investigations. 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 San Diego County, 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 for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. 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. 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 representation 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

- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Consultant associations and other business associations;
 7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
 8. The Consultant disseminates its EEO Policy to union and community organizations;
 9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
 10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;

11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Consultant association, Consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors 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.
2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
3. 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 Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
4. 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.

5. **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, EOCP will evaluate the **Consultant's** demonstrated commitment to equal opportunity including the following factors:
1. **Outreach Efforts.** Consultant's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project.
 2. **Past Participation Levels.** Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. **Equal Opportunity Employment.** Consultant's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. **Community Activities.** Consultant's current community activities.
- VI. List of Subcontractors.** Consultants are required to submit a *Subcontractor List* with their proposal.
- A. **Subcontractors List.** The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.
1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. **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.
- VII. 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(ies). 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(ies). 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(ies).

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

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

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



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

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

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

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

Address: _____

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

Telephone Number: () _____ Fax Number: () _____

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 Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

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

1. 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

| ADMINISTRATION OCCUPATIONAL CATEGORY | (1) Black | | (2) Hispanic | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) White | | (7) Other Ethnicity | |
|---|--------------|-----|-----------------|-----|--------------|-----|---------------------------|-----|-----------------|-----|--------------|-----|---------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Management & Financial | | | | | | | | | | | | | | |
| Professional | | | | | | | | | | | | | | |
| A&E, Science, Computer | | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | |
| Administrative Support | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Crafts | | | | | | | | | | | | | | |
| Operative Workers | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | | | | | | | | | | | | | | |

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

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

| | |
|---------------------------|--|
| Grand Total All Employees | |
|---------------------------|--|

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

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors | | | | | | | | | | | | | | |
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

I. 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

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

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

Grand Total All Employees

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

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (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 If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

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

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm’s Work Force Report form(s).

Management & Financial

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

Professional

| |
|--|
| Art and Design Workers |
| Counselors, Social Workers, and Other Community and Social Service Specialists |

| |
|---|
| Entertainers and Performers, Sports and Related Workers |
| Health Diagnosing and Treating Practitioners |
| Lawyers, Judges, and Related Workers |
| Librarians, Curators, and Archivists |
| Life Scientists |
| Media and Communication Workers |
| Other Teachers and Instructors |
| Postsecondary Teachers |
| Primary, Secondary, and Special Education School Teachers |
| Religious Workers |
| Social Scientists and Related Workers |

Architecture & Engineering, Science, Computer

| |
|--|
| Architects, Surveyors, and Cartographers |
| Computer Specialists |
| Engineers |
| Mathematical Science Occupations |
| Physical Scientists |

Technical

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

Sales

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

Administrative Support

| |
|---|
| Financial Clerks |
| Information and Record Clerks |
| Legal Support Workers |
| Material Recording, Scheduling, Dispatching, and Distributing Workers |
| Other Education, Training, and Library Occupations |
| Other Office and Administrative Support Workers |
| Secretaries and Administrative Assistants |
| Supervisors, Office and Administrative Support Workers |

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

| |
|-----------------------------|
| Brickmasons and Blockmasons |
| Stonemasons |

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

| |
|--------------------------------------|
| Cement Masons and Concrete Finishers |
| Terrazzo Workers and Finishers |

Construction Laborers

Drywall Installers, Ceiling Tile Inst

| |
|-------------------------------------|
| Drywall and Ceiling Tile Installers |
| Tapers |

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

| |
|--|
| Heating, Air Conditioning and Refrigeration Mechanics and Installers |
| Mechanical Door Repairers |
| Control and Valve Installers and Repairers |
| Other Installation, Maintenance and Repair Occupations |

Misc. Const. Equipment Operators

| |
|--|
| Paving, Surfacing and Tamping Equipment Operators |
| Pile-Driver Operators |
| Operating Engineers and Other Construction Equipment Operators |

Painters, Const. Maintenance

| |
|--|
| Painters, Construction and Maintenance |
| Paperhangers |

Pipelayers and Plumbers

| |
|--|
| Pipelayers |
| Plumbers, Pipefitters and Steamfitters |

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

ATTACHMENT BB

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

- a. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
- b. Consultant shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- c. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

| NAME AND ADDRESS SUBCONTRACTORS | SCOPE OF WORK | PERCENT OF CONTRACT | DOLLAR AMOUNT OF CONTRACT | * MBE/ WBE/DBE/ DVBE/OBE | ** WHERE CERTIFIED |
|------------------------------------|------------------|---------------------------|---------------------------------|--------------------------------|-----------------------|
| | | | | | |
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| | | | | | |

* *For information only.* As appropriate, Consultant shall identify Subcontractors as:

| | |
|--|------|
| Certified Minority Business Enterprise | MBE |
| Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE |

** *For information only.* As appropriate, Consultant shall indicate if Subcontractor is certified by: City of San Diego CITY State of California Department of Transportation CALTRANS

ATTACHMENT CC
CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ **PRIME CONTRACTOR:** _____
CONTRACT AMOUNT: _____ **INVOICE PERIOD:** _____ **DATE:** _____

Include Additional Services Not-to-Exceed Amount

| SubContractor | Indicate MBE, WBE, DBE, DVBE or OBE | Current Period | | Paid to Date | | Original Commitment | |
|-------------------------|-------------------------------------|----------------|---------------|---------------|---------------|---------------------|---------------|
| | | Dollar Amount | % of Contract | Dollar Amount | % of Contract | Dollar Amount | % of Contract |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Prime Contractor Total: | | | | | | | |
| Contract Total: | | | | | | | |

COMPLETED BY: _____



ATTACHMENT B

City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. **Provide Contracting Excellence** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. **Employ Good Business Practices** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - **Equal Employment Opportunity Contracting** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to 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, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A 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.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.

- G. ***Affiliation with the City*** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or Manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. ***Product Endorsement*** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. ***Gift Limits/Prohibitions*** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.
Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. ***Campaign Contributions*** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. ***Employment of Former City Employees*** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the ***twelve (12) months*** immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]
- As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]
- L. ***Communications Limitations*** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department polices, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of ***one year*** from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure 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., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the Bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions may be found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (“MOA”) is hereby made by and among _____ (“Proposer”) and the City of San Diego (“City”), collectively referred to as the “Parties,” to memorialize their acceptance of the terms of the contract resulting to the Proposer’s successful proposal in response to the City’s Request for Proposal (“RFP”) No. _____.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP (include Exhibit B “Federal Requirements”); the City of San Diego’s General Provisions for Proposals dated January 18, 2005 (“General Provisions”); the proposal submitted (technical and price volume); the City’s award letter(s); the proposer’s Best and Final Offer (if any); the City’s written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer’s proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City’s acceptance of the Proposer’s proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) Exhibit B to the RFP takes precedence over conflicting terms in the RFP; (2) the RFP takes precedence over conflicting terms in the General Provisions; (3) the General Provisions take precedence over conflicting terms in the proposal; and (4) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this ____
day of _____, 20__.

JAN I. GOLDSMITH, City Attorney

By: _____

Deputy City Attorney