

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): General Services	DATE: 09/14/2010
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SUBJECT: Citywide Street Pavement Assessment Survey

PRIMARY CONTACT (NAME, PHONE): Mario X. Sierra, 619-236-6594, MS 9A	SECONDARY CONTACT (NAME, PHONE): Hasan Yousef, 619-527-7504, MS 44
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR				
ORG / COST CENTER	2113120013				
OBJECT / GENERAL LEDGER ACCT	512055				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$557,600.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Pavement Assessment Survey: \$ 379,100.00
 3D Digital Mobile Mapping: \$ 178,500.00

Total: \$ 557,600.00

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Sierra, Mario	10/18/2010
Financial Management	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor, or his designee, to execute an agreement, for and on behalf of City, with Mission Geographic LLC for consultant services and 3D digital mobile mapping related to a citywide pavement assessment survey in an amount not to exceed \$557,600, under the terms and conditions set forth in the Request for Proposal [RFP], Bid 10007110-11-P; and

2. Authorizing the expenditure of up to \$557,600 from Fund Center 211312, Street Division, Fund 100000, General Fund, of the General Services Department.

STAFF RECOMMENDATIONS:

Approve the requested actions.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): 1 THROUGH 8

COMMUNITY AREA(S): VARIOUS

ENVIRONMENTAL IMPACT: THIS ACTIVITY IS NOT A 'PROJECT' AND IS THEREFORE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(C)(3) AND 15378(B)(5).

CITY CLERK INSTRUCTIONS: PLEASE SEND A COPY OF THE AUTHORIZING RESOLUTIONS TO WALTER GEFROM, MS #44.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 09/14/2010

ORIGINATING DEPARTMENT: General Services

SUBJECT: Citywide Street Pavement Assessment Survey

COUNCIL DISTRICT(S): 1 THROUGH 8

CONTACT/PHONE NUMBER: Mario X. Sierra/619-236-6594, MS 9A

REQUESTED ACTION:

Authorize funding and awarding of consultant contract.

STAFF RECOMMENDATION:

Approve the requested actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego currently maintains 2,774 centerline miles of streets comprising of 2,659 miles of asphalt and 115 miles of concrete streets. There are also an additional 271 miles of alleys in the City. Street assessment surveys were previously completed in years 2001, 2003, and 2007 for asphalt streets. In addition, concrete streets were surveyed in 2009. Street Division's staff utilizes a computer-based Pavement Management System (PMS), known as PAVEMENTview to manage the Street Resurfacing Program and the street network inventory. Staff utilizes the PMS program in part to help select appropriate maintenance and rehabilitation treatments for each street segment in the network, and in conjunction with traffic volume, street functional classification, other capital improvement projects, and funding level. The PMS system is used to prioritize the required maintenance and repair activities for the street network.

On October 26, 2009, the Office of the City Auditor issued a report in regards to the City's street maintenance functions. One of the recommendations in the report was to, 'Expedite the performance of a complete citywide street assessment survey prior to the selection of streets for future citywide resurfacing contracts'. In line with the recommendation of the Auditor, the General Services Department issued a Request for Proposal (RFP) to retain the services of a qualified consultant to provide for an automated street and alley technical evaluation of the entire City street network. Seven approved consultants responded to the RFP and Mission Geographic LLC was selected as the most qualified and experienced consultant to perform the pavement assessment survey.

This is a one-year contract with four yearly options to renew. Although complete street/alley surveys are planned to be conducted once every four years, based on the availability of funding, the contract could be used to update other right-of-way assets such as street lights, trees, curb ramps, etc. The department will seek council approval and authorization prior to renewing the contract.

The overall street condition index (OCI) to be determined by the proposed condition assessment survey is the main factor used in selecting and prioritizing streets for maintenance and overlay. The last survey was performed approximately four years ago. Furthermore, using our pavement

management software, the data collected will be utilized to project funding levels needed to address deferred maintenance.

The goal of this survey is to update the PMS database so that selection of streets for future citywide resurfacing contracts can be made using the most recent data and cost-effective method possible.

FISCAL CONSIDERATIONS:

Funding in the amount of \$557,600 for this survey is available in the General Services Department operating budget.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

Funding Agency: City of San Diego- Prevailing Wages do not apply to this contract (no State or Federal funding sources).

This program is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

None

Sierra, Mario
Originating Department

Deputy Chief/Chief Operating Officer



CITY OF SAN DIEGO

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

Proposal No. 10007110-11-P

REQUEST FOR PROPOSAL

Closing Date: August 4, 2010
@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with a Pavement Assessment 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 _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

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 Contractor/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:

PATRICK KELLEHER/muw, Principal Procurement Specialist

Phone: (619) 236-6214

Fax: (619) 533-3239

E-mail: PKelleher@sandiego.gov

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I. INTRODUCTION, BACKGROUND, SCOPE OF WORK, OBJECTIVE AND TERMS AND DEFINITIONS

A. INTRODUCTION

The City of San Diego currently maintains approximately 2,750 centerline miles of roadway using a computer-based Pavement Management System (PMS), known as PAVEMENT view, by CartêGraph. Network-wide surveys were completed in years 2000, 2003, and 2007 on selected city streets with emphasis on non-residential streets. Those surveys collected data for pavement surface distress types, severities and extents for entry into the PMS application. The City is comprised of approximately 2,600 miles of asphalt streets, and the remainder is exposed cement concrete. The typical distribution of arterial collector streets versus local streets is consistent with other cities at 25% to 75% ratio. City staff have used the PMS program to help them select appropriate maintenance and rehabilitation treatments for each roadway in the network, and to prioritize the required maintenance, repair, and reconstruction activities for the entire network. This process has been challenged by the quality and currency of the assessment presently available in the database, resulting in the need for expert data collection, evaluation and analysis of the results from an automated data collection process.

It is the intention of the City of San Diego to contract with a qualified vendor for an automated roadway inspection and technical evaluation. Manual data collection approaches will not be acceptable.

The goal of this effort is to establish an accurate and complete database on which to make cost effective decisions relating to the maintenance and rehabilitation of streets within the City. Our objective is to contract with a qualified vendor that has significant experience in the development of these decision making tools, allowing the City to define a program that provides the least life cycle cost while maximizing the benefit from existing funding.

Receipt of appropriate responses to this Request for Sealed Proposal comprises the initial phase of identifying and selecting a qualified and available team to perform this scope of work.

B. SCOPE OF WORK

The Scope of work will result in the completion of six (6) tasks:

1. Data Acquisition

Proposer will conduct a semi-automated/automated data collection operation that should include other suitable equipment to record the surface condition, including cracks, rutting, raveling, bleeding and roughness of the pavement surface. No additional traffic control should be required for this data collection approach. The following provides a summary of the anticipated equipment and survey approach:

2. Automated Survey Equipment - A vehicle-mounted camera and profiler system providing high quality view images meeting the following minimum requirements:
 - a. Minimum of 1300 x 1028, 360° resolution images
 - b. Laser profiler for rutting and faulting measurements
 - c. ASTM E-950 certified longitudinal profile in two wheel tracks
 - d. Distance referencing and Global Position System (GPS) coordinates rectified to City Datum

This survey vehicle should be capable of storing the pavement digital images on its onboard computers in real time using a format compatible with the City GIS system. The images should be stored on removable electronic media.

3. Data collection approach - Sensor data should be collected using a survey vehicle traveling at normal street speeds. The data collection should occur during daylight hours, with high traffic areas (identified by the City) surveyed in non-peak hours. The data collection vehicle should be capable of storing all images and sensor data on removable electronic media that can be transferred to the evaluator for data processing and evaluation.

Proposer should include a proven quality control program/process at the start of field data collection to compare the device sensor outputs to ground truth measurements verifying the systems accuracy. The Consultant will define their approach in detail to the City in the proposal and then be prepared to illustrate the procedure to the satisfaction of the City engineer in charge. The Consultant should complete a minimum of one mile of streets with a minimum of ten sections of pavement. The selection of the pavement is left to the Consultant, however it is expected that the minimum of ten sites should represent a cross section of the pavement conditions in the City. Additionally the output from the equipment must compare with the actual ground truth for individual distress values and overall OCI. The Consultant also is required to provide their approach to deal with the potential of the ground truth not agreeing with the equipment results.

4. Alternative Data Collection Approaches - The City of San Diego recognizes that the technical approaches outlined for data acquisition in Sections A.1-2 above may be modified during the proposal/contract negotiations phase and welcomes innovative alternative, cost effective proposals for the data acquisition phase of the project. For the City to consider an alternative data acquisition approach the proposal must provide superior data quality and a cost savings over the technical approach originally identified.

The Consultant will also prepare a data collection plan and present it to the City prior to the commencement of the field work. Bi-weekly on site progress reports/ meetings are a requirement for the duration of the entire field work cycle.

5. Data Preparation

The Consultant is required to present a proven approach to successful data processing for large agencies. The City requests an approach that provides constant data delivery throughout the data collection cycle. It will not be acceptable to receive the entire data set at the completion of the field work. The Consultant proposal requires an approach to address section attribute changes such as length, name changes, and number of lanes, as well as other elements. The Consultant must perform a comparison of the historic OCI to the new OCI and provide a summary of the two values for presentation to the City. The comparison should be easily viewable by the City engineer to determine if the outliers will require a new survey, or the results will be accepted. All section attribute changes will require written approval by the City prior to becoming part of the data upload stage.

6. Data Entry

The Consultant is required to upload the distress survey results and corresponding OCI for each sample unit, into the PAVEMENTview Plus database. Upon completion of the upload the Consultant will complete the system analysis to ensure that all data is fully analyzed and no system 'hang ups' occur.

C. MODEL DEVELOPMENT

Improve and customize as required, the software capability as follows, to meet the City's needs:

1. Pavement Performance Models - The City requires the Consultant to have extensive experience in prediction modeling techniques. The City is utilizing the existing models and understands that their pavement performance is unique. The Consultant will develop pavement performance models based on the pavement condition data collected in a previous task, utilizing the pavement "family class" approach, where a "family class" is defined as a group of pavements with similar composition and use. Plot the OCI of every segment in the roadway network against its "date of last resurfacing" to develop a City of San Diego-specific deterioration model for each family class. The revised will be included in the PAVEMENTview Plus software to predict the future performance of the network and to trigger specific rehabilitation recommendations at the proper time.

2. Develop Maintenance, Repair, and Rehabilitation (MRR) Activity Selection Criteria - In 2007 the City made significant adjustments to their process and included these adjustments in their software. The Consultant will review and comment on these adjustments and provide suggestions for further adjustment as required. The City is interested in a thorough review of realistic MRR activities that can be applied to the various pavement family classes based on the amount and type of distress present in the pavement section. This effort should include the following procedure:
 - a. Prepare a preliminary list of MRR activities that can be applied to the different pavement family classes based on input from the City and Consultant's experience.
 - b. Submit this list to the City for review.
 - c. Schedule a customization meeting with the City to establish the final MRR decision matrix. Establish and identify the timing, cost, and anticipated benefit of applying a certain activity to the various pavement family classes.
 - d. Integrate the MRR decision matrix into the PAVEMENTview software.

Customization Meeting - Conduct a series of customization meetings with City staff to customize the engineering analysis models in the PAVEMENTview Plus pavement management software so that it accurately reflects the performance of the City's road network and incorporates the City's maintenance and rehabilitation practices and anticipated funding levels. Gather the City's input for finalizing the models. It is expected that this will be an iterative process. Field visits to select pavement sections will be a requirement to demonstrate the system recommendations meet the expected needs of the City.

D. WORK PLAN

Provide a complete and comprehensive work plan, including time-line, and project staff allocation. Within the work plan the Consultant should define the time requirements and other expectations of the City staff. The Consultant may also provide any alternate approaches which may reduce costs or provide data to improve the quality of the roadway analysis. The current budget allocation for this effort cannot exceed Four Hundred Thousand Dollars (\$400,000.00).

E. OBJECTIVE

The objective of this RFP is to make an award to a qualified Proposer that delivers professional consultant services, which represent best overall value to the San Diego Urban Area meeting the specifications and requirements of this RFP.

F. 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. BAFO: Best and Final Offer.
3. Contract Administrator: Successful Proposer'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.
4. Consultant: Successful Proposer's staff assigned to the City's account.
5. Addenda: Additional terms or modifications to a solicitation after the original solicitation were issued.

II. SPECIFICATIONS

A. QUALIFICATIONS AND EXPERIENCE

Relevant experiences and capabilities for the respondent and team members will be judged through a review of both completed and ongoing projects; however, greater weight will be given to completed projects in the past five (5) years. Indicate which proposed team members participated in the projects submitted as relevant.

1. The key areas of interest for which project data is to be submitted must include:
 - a. Recent roadway data collection and evaluation for municipal road networks consistent with the size and scope of the City
 - b. Experience with the incorporation of the data into PAVEMENT view Plus for scenario analysis and manipulation
2. Relevant project experience information to include:
 - a. Institution name
 - b. Location
 - c. Project description with specifics related to the project, including fee
 - d. Nature of professional service delivered by your firm(s) on each of these relevant projects
 - e. Project schedules, proposed and actual
 - f. Nature of your firm's control on each of these relevant projects (i.e., joint venture, prime professional, consultant, etc.)
 - g. List of client references for relevant projects with contact name(s) and telephone number(s)

B. APPROACH

State briefly what you believe to be the most pertinent considerations and challenges that must be addressed in completion of the tasks identified above and what timelines are required.

1. Discuss your proposed team organization and communication process. Be specific with regard to internal and external communications, quality control, and individual responsibilities.
2. Include anticipated percentage of time that each key team member will allocate to the project, for each phase.

C. SUB-CONSULTANTS

The City of San Diego reserves the right to approve any sub-consultants proposed for work under this proposal.

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. PROPOSERS IMPLEMENTATION PLAN

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

F. 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.

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 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 July 21, 2010. Such requests should contain the following: "QUESTIONS: 10007110-11-P-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 Patrick Kelleher at PKelleher@san Diego.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 REQUIREMENTS

The responses should address each of the following areas in the same order in which they are set forth below:

1. Submission of Proposals

Statement of interest and understanding pertaining to this specific project, including a statement of availability to undertake this project with respect to personnel proposed for the project team.

- a. General Organization of Respondent
- b. Name and Address of respondent and each sub-consultant firm (if applicable).
- c. General Qualifications for each firm, specifically associated with the successful completion of this project

2. Firm profile, including:
 - a. Age
 - b. Type of firm (e.g. partnership, professional corporation, etc.)
 - c. Firm history
 - d. Firm size (professionals by discipline)
 - e. Areas of specialty/concentration
 - f. Telephone number; fax number and e-mail address of primary contact.
3. Description of the team:
 - a. Identification of the single point of contact for the team.
 - b. Identification of key personnel for respondent and sub-consultants to be assigned to the project.
 - c. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the respondent and each sub-consultant, if applicable.
 - d. Resumes for each key individual on the team and definition of that person's role in the Consultant's effort, as well as any credentials or certifications held in their area of expertise.
 - e. Major proposed sub-consultants, if any.
4. Made in the official name of the firm or individual under which Consultant's business is conducted (including the official business address);
5. 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;
6. Proposals shall be no more than 25 pages (excluding Project staff resumes, etc.)

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 (1 page maximum). 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. Table of Contents (1 page maximum). Include a complete and clear listing of headings and pages to reference key information.
4. Intended Approach (2 pages maximum). This section should describe how your firm would complete the tasks described in the Scope of Work.

5. Relevant Project Experience and References (2 pages maximum).

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 (1 page maximum per team member; Total 5 pages maximum). 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 (1 page maximum). Provide a preliminary estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided identifying: (1) the number of staff hours and hourly rates for each professional and administrative staff persons who will be committed to this project, including fringe and overhead costs; (2) an estimate of all other direct costs, such as materials and reproduction costs; (3) an estimate of sub-consultant services, itemized by task.

9. Proposed Schedule (1 page maximum). Show an outline schedule anticipated for this project duration. Schedule should include each anticipated phase of work, as you currently understand the project scope. Key meeting dates should be identified as well as all milestones dates

10. Conflict of Interest (1 page maximum). 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.

11. Sample of work (optional). Provide one (1) individual sample of work that your firm has produced for a comparable project.

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. Contractor/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 D.
2. Taxpayer Identification number (W-9) as specified in General Provisions for proposals dated January 18, 2005.
3. Business Tax Certificate as specified in Section V, paragraph K, 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. Representatives of the San Diego Urban Area shall be included on the evaluation committee.

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 will review proposals. The Evaluation Committee might include members from within the staff of the City of San Diego along with other Consultants. The Committee shall also serve as a steering committee throughout the duration of the review process. Selection for the professional services in this Request will be made on the basis of demonstrated competence and qualifications to perform the service and for a fair and reasonable price. The professional fees under the contract must be consistent with and not higher than the recommended practices and fees published by the applicable associations. These fees may not exceed any maximum provided by law. The firms most highly qualified and responsive to the City of San Diego's need may be invited for an oral interview, if necessary. Evaluation of proposals will be based on the following:

1. Identification and understanding of the City's requirements for this project.
FACTOR: 10%
2. Innovative alternative approach to save time and cost in the development of the required data. FACTOR: 10%
3. Firm's past performance and experience on projects of this magnitude and complexity, and experience with specific issues related to this scope of work.
FACTOR: 25%
4. Firm's capability and availability of equipment to perform the data acquisition phase of the project in the time frame identified. FACTOR: 25%
5. Experience and qualifications of key personnel available for this project.
FACTOR: 20%
6. Schedule presented by the offeror for this service as defined in the scope of work.
FACTOR: 10%

The City of San Diego has the option to request that a firm provide further information in order to complete the evaluation.

M. 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.

N. 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.

O. 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.

P. 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.

Expertise and Technical rankings of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Expertise will have greater weight than Technical merit with price as having the least weight. However, the more closely Proposals are ranked by expertise and technical merit, the more important price will become.

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

Q. 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.

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. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also 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 Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

D. 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 its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of 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 its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the 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 its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

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.

E. 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.

F. 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.

G. 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.

H. 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.

I. CONFLICT OF INTEREST

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

J. CONTRACTOR/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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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 A to this RFP.

X. 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>.

Y. 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.

Z. 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.

AA. 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:
(as reported on W9)

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

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

Mailing Address:

City: State: Zip:

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

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:

License Number: License Type:

License Number: License Type:

Contractor/Vendor Registration Form Page 2

Firm Name:
as reported on W9)

Product/Services Information:

NIGP Codes:

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

The City requires this information for statistical purposes only.

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

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

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

Ownership Classification

Classification:

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

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

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

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

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

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

or fax to: 619/ 236-5904

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 Proposers 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 Consultant and all Sub-Consultants. 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 Consultant 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) "Consultant" means the department, division, or other unit of a person or organization responsible to the Consultant for the performance of a portion of the work under the contract.

C. CITY CONSULTANT 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 Consultant'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) Consultants shall include in each subcontract agreement language which indicates the Sub-consultant's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Consultants and Sub-Consultants 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, Consultants 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
CONSULTANT 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 Sub-Consultant'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
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

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
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, TitleSignatureDate



ATTACHMENT A

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 maybe 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. 10007110-11-P, Risk & Capabilities Analysis, Security Strategic Plan, Preparedness Report and Risk Management System.

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; 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); any written clarifications between the City and the Proposer regarding the proposal submitted (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) 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 to 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

By:

Date: _____

By:

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

