



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: April 13, 2010

REPORT NO: 10-051

ATTENTION: Land Use and Housing Committee Chairman and Committee Members
Agenda of April 21, 2010

SUBJECT: Request for Proposals (RFP) – Ocean Beach Pier Concession Building,
City-owned property at 5091 Niagara, Avenue, Ocean Beach Pier, San
Diego, CA 92107

REFERENCE:

REQUESTED ACTION:

Should the Real Estate Assets Department be authorized to issue an RFP to lease the City-owned Concession Building on the Ocean Beach Pier?

STAFF RECOMMENDATION:

Recommend issuing an RFP to lease the City-owned Concession Building on the Ocean Beach Pier.

BACKGROUND:

Located on the Ocean Beach Municipal Fishing Pier is a City-owned concession building. This 44-year old, 2,400 square feet building has been leased to Charles and Shannon Fisher, husband and wife since 1993. The lessee is doing business as Ocean Beach Pier Café and operates the property as a restaurant and bait and tackles shop with the right to sell food, beverages, confections, tobacco products, sundries, souvenirs of local interest, bait and to rent or sell fishing tackle. In addition, the lessee has the right to operate two rubber-tired trams for public transportation and mobile vending on the pier. Pursuant to the lease, the lessee is responsible for interior and exterior maintenance (cleaning, supply and light bulbs replacement) of the City-owned public restrooms adjacent to the restaurant. The current 10-year lease expired on February 28, 2010 and is now on holdover. Rent to the City is 10 percent of gross sales versus an annual minimum of \$40,730. Following is a recent revenue history:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>
FY2009	\$64,116

FY2008	\$44,467
FY2007	\$56,470
FY2006	\$33,422

During the lease term, the lessee has remodeled the bait shop, installed new exterior doors, repaired the roof, installed peripheral building lights for security and safety, upgraded electrical system of the building, added additional restaurant equipment. The lessee expressed interested in renewal of the lease, however, no lease proposal has been submitted yet.

SUMMARY:

City Council Policy 700-41 directs the staff the use the RFP process in all cases for the lease of City-owned land, unless an exception is granted by the applicable Council Committee, or the City Council. Staff recommends that an RFP be issued for the following reasons:

- A new commercial lessee could provide additional revenue to the City;
- The City is planning to advertise the RFP locally, regionally and nationally to attract a potentially stronger operator;
- A number of parties have contacted the City wishing to submit lease proposals;
- There have been several delays with the rental payments from the current lessee, and lessee was referred to City collection for failure to pay rent on time;

A new lease will be negotiated with the selected proposer and presented to the City Council for approval.

FISCAL CONSIDERATIONS:

Minimum rent of \$50,000 per year will be deposited into the Ocean Beach Pier Concession Fund.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

NONE

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Users of the pier, City Park and Recreation Department.

Respectfully submitted,



James F. Barwick, Director
Real Estate Assets Department

THE CITY OF SAN DIEGO
REQUEST FOR PROPOSALS
OCEAN BEACH MUNICIPAL FISHING PIER
RESTAURANT/BAIT AND TACKLE CONCESSION



Proposal Deadline: 5:00 p.m., Thursday, June 17, 2010

**Place: Real Estate Assets Department
Civic Center Plaza, 17th Floor
1200 Third Avenue, Suite 1700
San Diego, CA 92101**

**Contact Person: Vladimir Balotsky
Supervising Property Agent
(619) 235-5248
vbalotsky@sandiego.gov**

**THE CITY OF SAN DIEGO
REQUEST FOR PROPOSALS
OCEAN BEACH MUNICIPAL FISHING PIER
RESTAURANT/BAIT AND TACKLE CONCESSION**

A. BACKGROUND

The City of San Diego is inviting proposals from qualified individuals or companies to lease and renovate as needed the unfurnished restaurant/bait and tackle concession building, which presently contains approximately 1,800 square feet (20' x 90') plus the adjacent public rest rooms of 600 square feet (20' x 30'), located on the Ocean Beach Municipal Fishing Pier at the foot of Niagara Avenue, as shown on the attached maps. As the concession building is 44 years old, the City is especially seeking proposals in which the lessee will commit to upgrade the building and improve the operations. The City completed a major restoration of the pier in 1991, a renovation of the public rest rooms in 1997, and an electrical upgrade of the pier in 2005.

B. OPERATIONS

The current permitted operations consist of a restaurant, non-alcoholic beverage sales, bait and tackle shop, and the right to operate a tram service on the pier for public transportation and mobile vending. Charles and Shannon Fisher, husband and wife are currently leasing the premises under a 10-year lease which expired on February 28, 2010, and is now on month-to-month holdover. Gross revenue derived from the lease operation in 2009 was approximately \$640,000, with rent to the City being greater of 10 percent of gross income or \$40,730 annual minimum.

C. REQUIRED FIXTURES AND EQUIPMENT

Existing fixtures and trade fixtures in the concession building are owned by the City. Movable appliances and equipment are owned by the lessee. Proposers must be prepared to provide good quality trade fixtures and equipment to replace those items which may be worn out or subject to removal by the current lessee. Equipment remains the property of the lessee, whereas fixtures and trade fixtures remain the property of the City, unless specifically listed in the lease as exceptions.

D. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION, AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS LEADING TO NEGOTIATIONS WITHOUT CAUSE OR LIABILITY. THIS INCLUDES THE RIGHT TO REJECT THE SUCCESSFUL PROPOSER'S PROPOSAL IF THE CITY AND SUCCESSFUL PROPOSER ARE UNABLE TO NEGOTIATE A MUTUALLY ACCEPTABLE LEASE THAT CAN BE PRESENTED

TO THE CITY COUNCIL. ALL TRANSACTIONS ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

E. RESPONSIBILITY OF PROPOSERS

It will be the responsibility of the selected proposer to obtain any necessary approvals and permits and to pay all costs of improving the leased premises to the satisfaction of the City. Examples are business license and food handlers and building permits. City participation, if any, in the cost of future improvements to the concession building will be limited to allowing rent credits and/or a longer lease term, as no City funds have been allocated for this project. Proposers who must have rent credits should state that condition in their proposals. The City ordinarily prefers granting a longer term rather than rent credits.

F. NEGOTIATION OF LEASE

Upon the City's selection of a proposal, the City will negotiate a lease based substantially on the terms and conditions outlined in Section G. below. However, the final lease agreement may include negotiated modifications to whatever extent required to arrive at a mutually acceptable agreement between the City and the selected proposer. Proposers desiring special conditions or deviations from any of the lease provisions discussed herein should clearly state them in their proposals. Proposals based on the lease provisions in Section G. below may receive more favorable consideration over deviating proposals, if otherwise equal in the City's evaluation. The lease is subject to City Council approval.

G. SUMMARY OF LEASE PROVISIONS

1. Use. The purpose of this lease will be the operation and maintenance of a full-menu restaurant and bait and tackle shop with the right to sell food and nonalcoholic beverages, confections, tobacco products, sundries, souvenirs of local interest, bait and fishing tackle, including rental of fishing tackle, and items of convenience to the fishing public for use on the pier.
2. Term. The term is negotiable but must be justified by the proposer on the basis of capital investment in the premises, equipment and in promoting the premises and services to public. City would consider a term of 10 to 20 years, depending on capital investment.
3. Rent. It is suggested that the rent offered by the proposer be no less than the following rent of gross income: six percent (6%) of food and beverage sales, ten percent (10%) of retail sales and gift shop, seven percent (7%) of rentals, seven percent (7%) of bait sale, ten percent (10%) of gross income from all other activities on the premises against a guaranteed annual minimum rent of \$50,000, whichever is greater. Rent is payable monthly in arrears. The percentage rate and

the annual minimum rent are subject to periodic adjustment, including an “increase-only” provision, depending upon the term of the lease. A rent credit will be available for each day the City may need to close the pier for storm damage repairs or other reasons.

4. Records. The lessee will keep complete and accurate accounting records satisfactory to the City from which the City can at all reasonable times determine the nature and amounts of income subject to rental from the operation of the leased premises. The records will be periodically audited by the City.
5. Right to Assign and Sublet. The lessee may not assign the lease or any interest therein and may not sublease any portion thereof without prior written approval from the City Manager. The City’s approval, however, may be conditioned on the proposed assignee or sublessee agreeing to revisions to the lease or the requested sublease to reflect market conditions or City requirements that are then current. Also, no assignee or sublessee will be approved who is not at least comparable to the original lessee in financial and professional competence to operate the leased premises.
6. Equity Participation. Selected lessee shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with approved assignment of the agreement, two percent (2%) of any amount paid selected operator in consideration of a sublease of all or a majority portion of leasehold, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
7. Compliance with Laws. The lessee shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost.
8. Utilities. The lessee pays for electricity, telephone, and any other utilities and services including water, the City pay for the sewer. There is no gas service available. As the concession building has no electrical submeter, the lessee reimburses the City monthly for the estimated cost of the electricity usage as determined by City, currently \$300 per month. This payment is in addition to the monthly rent.
9. Nondiscrimination. The selected lessee shall not discriminate in any manner against any person by reason of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in selected operator's use of the premises. Selected lessee shall comply with the City

adopted program for equal employment opportunities. This program includes requiring the selected lessee to submit a Workforce Report, and in some cases an Equal Opportunity Plan.

10. Indemnification. The lessee shall agree to defend, indemnify, protect, and hold City, its elected officials, officers, representatives, agents, 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 Lessee's employees, invitees, guests, agents or officers, which arise out of or are in any manner directly or indirectly connected with the grant of this Lease to Lessee, the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however that Lessee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence or willful misconduct of City, its elected officials, officers, representatives, agents, and/or employees.
11. Insurance. The selected lessee shall be required to carry public liability and property damage insurance, naming the City as an additional insured, in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit liability and to hold the City harmless from liability in connection with any and all selected operator operations. The selected lessee is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the leased premises in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.
12. Taxes. The lessee shall pay all taxes and assessments including possessory interest taxes levied by reason of its leasehold.
13. Default. The City reserves the right to terminate the lease in the event of lessee's failure to cure any default or breach within 30 days of legal notice thereof.
14. Encumbrance. Subject to the prior written approval of the City, the lessee may encumber its leasehold interest by a deed of trust or other security instrument to secure a loan of a specified and approved amount, the proceeds of which and any refinancing thereof must be used exclusively for development of the leased premises. The City does not subordinate its ownership interest to any encumbrance.
15. Construction Bond. The lessee will be required to deposit a construction bond in the amount of 100 percent of construction costs assuring satisfactory completion of any improvements to be made to the premises.

16. Faithful Performance Bond. The lessee will be required to deposit a faithful performance bond or deposit in the amount of \$10,000 and to keep said bond or deposit in effect throughout the term of the lease.
17. Development Plan. The development of the leased premises shall be in accordance with a general development plan, consisting of drawings and written descriptions, to be submitted by the lessee and approved by the City no later than the time of execution of the lease. The plan shall show the design, estimated cost of construction, schedule of completion of any planned improvements, and any fixtures and equipment to be purchased.
18. Nonresponsibility. The City of San Diego hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirements by reason of selecting a proposer or executing the lease.
19. Improvements, Alterations. All improvements and alterations to the premises shall be in accordance with plans and specifications previously approved in writing by the City.
20. Maintenance. The City provides normal structural maintenance of the fishing pier and the pilings which support the concession building. The premises are leased "as is" and all maintenance and repairs shall be the responsibility of the selected lessee throughout the entire term of the lease without expense to the City. The selected lessee shall maintain the premises in a clean, safe and well-maintained condition throughout the term of the lease to the satisfaction of the City and in compliance with all applicable laws. The lessee shall provide limited maintenance of the adjacent public rest rooms.
21. Standard of Operations. The lessee shall conduct its operations in a diligent and creditable manner as required by City, and the food establishment shall comply with County Health Department "A" Card standards.
22. Inventory, Schedule of Prices. The lessee shall stock good quality fishing tackle and supplies for sale or rental and a good menu selection of food items. Prices charged by lessee shall be subject to written approval by the City Manager, provided, however, that selected lessee shall not be required to sell any merchandise or offer any services at loss. All prices of merchandise, equipment, and services shall be comparable with prices of like merchandise, equipment, and services offered in San Diego area.
23. Ownership of Improvements. All improvements, trade fixtures, structures, and installation or additions to the premises existing or constructed by lessee shall at lease expiration or termination be deemed to be part of the premises and become at City's option, City's property free of all liens. If City elects not to assume ownership, the lessee shall remove all of its structures, installation and trade

fixtures without cost to the City or damage to the premises. Any additional permanent improvements constructed on the premises by the lessee shall become the property of City upon completion of the improvement(s) to the City's satisfaction.

24. Reservation of City Rights. All gas, oil, mineral, and water rights shall remain vested in the City throughout the lease term. The City shall have the right to develop said rights and to enter said premises to repair, maintain, or establish municipal services and to grant easements for public utilities and services. Provided, however, the City shall not unreasonably interfere with the lessee's rights and will reimburse lessee for any physical damage to the lease development caused by the exercise of the rights reserved by the City.
25. Signs. No exterior signs of any kind shall be installed without prior City approval as to number, size, type, color, design, and material.
26. Hours of Operation. A regular year-round schedule of days and hours of operation shall be established by the City and selected lessee to best serve the public.

H. PRE-PROPOSAL CONFERENCE/INSPECTION

To give prospective proposers an opportunity to inspect the property and ask questions about the lease agreement, proposal submittal, or related matters, a pre-proposal conference/inspection is scheduled as follows:

WHEN: 9:00 a.m., Friday, May 14, 2010

WHERE: In front of the Ocean Beach Pier Café
Ocean Beach Pier
5091 Niagara Avenue
San Diego, CA 92107

Prospective proposers will find it beneficial to attend the preproposal conference/inspection, although attendance is not required to submit a proposal. The pre-proposal conference is a good forum for discussing questions, problems, and topics related to this Request for Proposals. Moreover, it is not the City's practice to summarize or transmit information on conference discussion items to prospective proposers who fail to attend the meeting.

I. PROPOSAL CONTENT AND SUBMITTAL

Proposals must be submitted to the Real Estate Assets Department, Attention: Vladimir Balotsky, Supervising Property Agent, Civic Center Plaza, 1200 Third Avenue, Suite

1700, San Diego, CA 92101, and must be received by 5 p.m., Thursday, June 17, 2010.
No late proposals will be considered.

(Proposals delivered in person will be given a time/date receipt by the City staff)

All proposals must include, as a minimum, the information specified below. Failure to include this information will seriously detract from a proposal and may be cause for its rejection. The inclusion of any additional information that will assist in the evaluation is encouraged. The adequacy, depth, and clarity of the proposal will influence to a considerable degree its evaluation. The proposal submitted must be complete enough for a selection to be made from the material contained in it alone. Proposers are urged to make their best offer in their proposals, as there will be no auction or competitive negotiation of this lease. The City will not be responsible for any costs incurred by proposers in the preparation and submission of proposals. All materials submitted by proposers become the property of the City of San Diego and may not be returned.

1. Identification. The complete identity, including social security number, address, daytime phone number, and employment of the proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.
2. Summary of Experience. A resume or summary of the experience of the proposer and his/her qualifications to operate the facility. Submit identity sufficient to obtain credit information, i.e., complete name, permanent residence, business address, driver's license number, social security number, banking references, etc.
3. Financial Statements. Current financial statements, audited or CPA prepared, or tax returns for the preceding three years is required. Each proposer shall submit a full and detailed statement of their true financial condition as of March 1, 2010, or as recent as possible if that date is not available. The statement shall include the proposer's assets, liabilities and net worth, including the availability of and operation capital and its source. If the proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation and its source and terms of repayment must be included in the financial statement.
4. Proposed Improvements. Narrative description of all proposed improvements and alterations, estimated construction costs, and schedule of completion. Sketches may be included if the applicant wishes, but formal drawings are not required or desired at this point. This information forms the basis of the general development plan, which the selected proposer will prepare prior to execution of the lease.

5. Proposed Lease Term. Proposed lease term and justification therefor in terms of investment (see Section G-2).
6. Proposed Operation. Detailed outline of the type of operation and services proposed. Include the number of assistants and employees, type and quantity of merchandise and equipment to be offered for sale and rental, proposed restaurant menu, range of prices to be charged for merchandise and services, and proposed schedule of operations indicating hours of operation. Please include the attached Work Force Report with the proposal.
7. Rental Offer. Rent shall be offered as estimated annual percentage rent through the term of the lease versus a guaranteed annual minimum rent. The recommended offer is at least 10 percent of gross income versus a guaranteed minimum of \$50,000 per year. Proposers are welcome to offer a higher percentage and/or a higher minimum rent. Proposers requiring rent credits for any planned capital improvements should clearly state the dollar amounts in their proposals.
8. Proposal Deposit. Each proposer MUST include a cashier check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to the City Treasurer as a faithful performance deposit to assure that, if his/her proposal is selected by the City, the proposer will enter in good faith into a lease agreement containing substantially the same terms and conditions as set forth in this Request for Proposals and in the selected proposal. No interest will be paid on deposits, and all good faith deposits will be returned to the unsuccessful proposers within 30 days of final City Council approval of the selected proposer. For the selected proposer, the deposit will apply towards the first month's rent under the lease. Should the selected proposer unilaterally withdraw from lease negotiations, the deposit will be forfeited to the City.
9. Required Copies. Proposers are requested to submit five complete copies of their proposals. Proposals must be organized and tabbed consistent with the order of the submittal requirements outlined above. Submittal must consist of 8-1/2" x11" sheets and 11" x 17" foldouts as necessary. All materials submitted by proposers become the property of the City of San Diego and may not be returned, with the exception of the financial information. Financial documents, upon request, will be removed from each proposal and returned to the proposer upon completion of City's review.
10. Contact Person. The proposal coordinator is Vladimir Balotsky, Supervising Property Agent, City of San Diego. He can be reached at, phone (619) 235-5248, fax (619) 236-6706, or at vbalotsky@sandiego.gov between 8:00 a.m. and 5:00 p.m., Monday through Friday.

The City holds the names of the proposers and the contents of their proposals in confidence until after the submission deadline has passed and the written Report to Council recommending a selection or other action has been issued by the City Manager. At such time, all proposals become public records and will be available in the Real Estate Assets Department for inspection, except for certain excluded materials which are permanently confidential. These consist of personal financial statements, Application to Lease, credit reports, and rating sheets and notes resulting from the evaluation process. Proposers are, therefore, requested to submit the required financial statements on separate sheets.

J. PROPOSAL ANALYSIS AND SELECTION

All of the following criteria must be addressed in the proposal for comparative evaluation; however, the order of listing does not imply their relative importance:

1. Operational Proposal: The quality, attractiveness and feasibility of the proposed operations are a significant factor in selection.
2. Experience: The past business experience of the proposer will be considered in proposal evaluation.
3. Rental Offer: The amount of rent offered the City is an important factor in selection.
4. Financial Capability: The proposer must exhibit the necessary financial responsibility and strength to successfully carry out the development.
5. Special Public Benefits: Any special public benefits will be considered.

The extent to which a proposal clearly addresses the elements of this Request for Proposals is a key factor in selection. A thorough, well-written response is essential. The City reserves the right to request additional information from proposers beyond that specified herein. Proposers may also be asked to appear before an Evaluation Committee, although none is scheduled at this time. However, the City may make a selection based on the information contained in the proposals alone. The City will be the sole judge of the proposals, and its decision is final.

K. NONDISCRIMINATION NOTICE

- a. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its

contents.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer submitted and City acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. Copy of Work Force Report is attached to this RFP.

Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

Proposer understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in rejection of the proposal by the City and debarment of the proposer from participating in City contracts for a period of not less than one (1) year.

L. REAL ESTATE BROKER'S COMMISSION

No broker's commission will be paid by the City in connection with this lease.

M. SCHEDULE OF EXHIBITS

- Exhibit A. Aerial View of the Property
Exhibit B. Work Force Report
Exhibit C. Acknowledgment by Proposer

For further information, please contact Vladimir Balotsky of the City Real Estate Assets Department, 1200 Third Avenue, Suite 1700, San Diego, CA 92101, vbalotsky@sandiego.gov. Phone: (619) 235-5248.

Exhibit "A" Aerial View of the Property

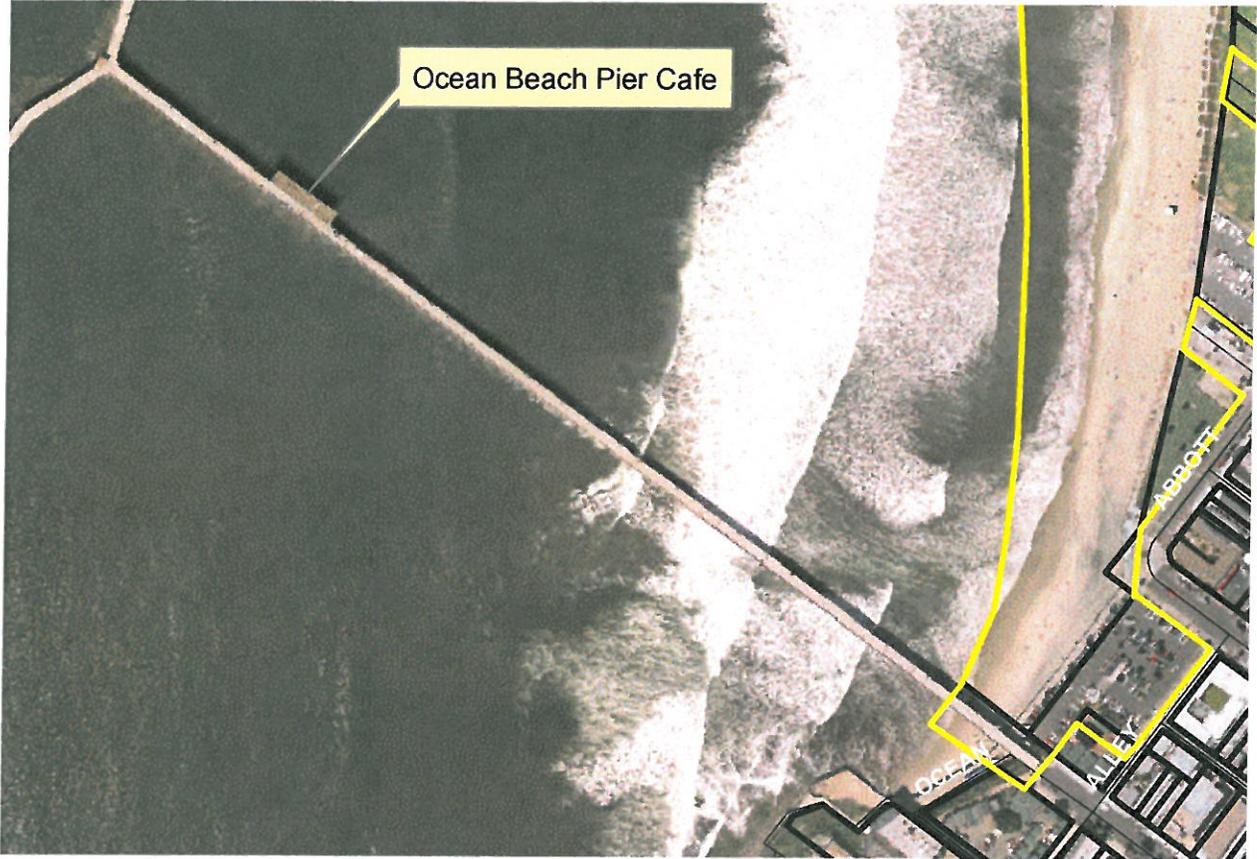


Exhibit "B" Work Force Report



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1010 Second Avenue • Suite 500 • San Diego, CA 92101
 Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: (____) _____ FAX Number: (____) _____

Name of Company CEO: _____

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: _____ FAX Number: (____) _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: (____) _____ FAX Number: (____) _____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____
(Firm Name)

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

herein is true and correct. This document was executed on this _____ day of _____, 200 ____.

 (Authorized Signature)

 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

Totals Each Column														
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Grand Total All Employees

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Exhibit "C" Acknowledgment by Proposer(s) Responding to Request for Proposal by the City of San Diego

The undersigned wish to submit a proposal to the City of San Diego and acknowledge that:

1. The City reserves the right to reject any or all proposals at any time at its sole discretion.
2. The act of submitting a proposal does not obligate the City in any way to approve, in whole or in part, including, without limitation, as in the case of a sale of City property, matters pertaining to land use entitlements or approvals, permits, waivers or reduction of fees, development or financing of the site or any other matters to be acted on by the City, as applicable; that all such matters shall be considered and processed by the City in accordance with all otherwise applicable City requirements and procedures and that the City reserves all rights to approve, disapprove, or approve with conditions all such matters in its sole discretion.
3. None of the matters described in any future draft leases, if any, or discussed during any future negotiations as a purported commitment or obligation of the City shall have any effect unless and only to the extent such matters are expressly set forth in a lease or other written agreement duly authorized and approved by the Council as required and approved by the City Attorney.
4. It is further specifically acknowledged, that the City shall not be responsible or held liable for any costs incurred by the undersigned in relation to the undersigned's proposal to the City, regardless of the type or amount of costs incurred.

Signed: _____

Dated: _____

Signed: _____

Dated: _____

Signed: _____

Dated: _____