

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Park and Recreation	DATE: 05/16/2013
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SUBJECT: Approve Service Agreement for the Open Space Brush Management Program

PRIMARY CONTACT (NAME, PHONE): Laura Ball, 619-685-1301	SECONDARY CONTACT (NAME, PHONE): Chris Zirkle, 619-685-1323
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER	1714151119				
OBJECT / GENERAL LEDGER ACCT	512059				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$400,000.00	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): Please see first attachment for summary of accounting line. \$400,000 represents the first quarter as-needed amount. Future needs will be evaluated as contract moves forward.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	LoMedico, Stacey	5/23/2013
Equal Opportunity Contracting	CFO		
Financial Management	DEPUTY CHIEF		
Liaison Office	COO		
Comptroller	CITY ATTORNEY	Mendoza, Hilda	
	COUNCIL PRESIDENTS OFFICE		

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

1. Authorizing the Mayor or his designee to award and execute, for and on behalf of the City, a contract with Nature's Image Inc. (Bid Number 10025675-13-W), for brush management services having an initial term of one

<p>year for a maximum of \$1,534,500;</p> <p>2. Authorizing the Mayor or his designee to exercise up to four one-year contract extension options for the Nature's Image, Inc. contract provided that the Chief Financial Officer first furnishes one or more certificates that the funds necessary for expenditure are, or will be, on deposit in the City Treasury;</p> <p>3. For Bid Number 10025675-13-W (Nature's Image, Inc.), authorizing the Chief Financial Officer to expend an amount not to exceed \$8,146,869 over five years (\$1,534,500 in Fiscal Year 2014, and \$1,576,699 in Fiscal Year 2015) from Fund No. 100000, Open Space Brush Management Program for the purpose of funding the above contract, contingent upon adoption of the brush management budget for the applicable fiscal year, contingent upon the adoption of the Fiscal Year 2014 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer;</p>	
<p>STAFF RECOMMENDATIONS: Approve the resolutions.</p>	
<p>SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)</p>	
<p>COUNCIL DISTRICT(S):</p>	<p>All</p>
<p>COMMUNITY AREA(S):</p>	<p>Includes all planning areas except: Barrio Logan, Centre City, College Area, East Elliott, Kearny Mesa, Mission Bay Park, Mission Beach, Midway-Pacific Highway, Ocean Beach, Otay Mesa, Peninsula, Rancho Encantada, San Ysidro, Tijuana River Valley, Via de la Valle.</p>
<p>ENVIRONMENTAL IMPACT:</p>	<p>This activity is adequately addressed in EIR/SEIR and Addendum 31245, SCH 2004031041(EIR dated Sept 23, 2004, SEIR/Addendum dated Nov. 18, 2004) and is part of a series of subsequent discretionary actions, and therefore not a separate project as defined in State CEQA Guidelines Section §15378(c). Pursuant to Section 15162 of CEQA, there is no change in circumstance, additional information or project changes to warrant additional environmental review.</p>
<p>CITY CLERK INSTRUCTIONS:</p>	<p>Please contact Laura Ball at (619)685-1301 when the resolutions are available.</p>

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 05/16/2013

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Approve Service Agreement for the Open Space Brush Management Program

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Laura Ball/619-685-1301

DESCRIPTIVE SUMMARY OF ITEM:

Item would approve award and execution of a contract with Nature's Image for one year for approximately \$1,534,500 with the option to renew for four additional years (for a total of approximately \$8,146,859) to conduct Brush Management activities on City Open Space land.

STAFF RECOMMENDATION:

Approve the resolutions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Open Space Division of the City of San Diego Park and Recreation Department manages approximately 904 acres of open space lands located within 100 horizontal feet of habitable structures. Among other duties related to open space land management, the Division is responsible for conducting brush management (vegetation thinning) on City owned open space, on a bi-annual basis, adjacent to privately-owned lots which are developed with "previously conforming" (legal) structures built prior to establishment of the City's first brush management regulations in 1989.

The scope of the contract with Nature's Image, Inc. contract is for brush management services within the Division managed lands city wide to help meet the City's goal of bi-annual brush management citywide. Work would be completed following the City's brush management guidelines per SDMC Section 142.0412, with work focused on deadwood, non-native species, native species, and lastly on regionally sensitive species. Tasks include: thinning, removal, and proper disposal of vegetation debris under the direction of a Biologist.

A Request For Bids for brush management services was issued on September 7, 2012. Three companies bid. Nature's Image, Inc. had the lowest qualified bid.

FISCAL CONSIDERATIONS: The total not to exceed authorization is \$8,146,869 for Nature's Image, Inc. Funds for FY 2014 have been budgeted in the FY 2014 operating budget for an initial as-needed amount of \$400,000 and are available in fund 100000, dept 1714.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18172, Section 22.2701 through 22.2708) and the City's 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): This item will be reviewed by the Natural Resources and Culture Committee prior to being heard by Council.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: For the service contract described in this report, the Purchasing & Contracting Department issued a Request for Bids and advertised in the San Diego Daily Transcript and on the City's website.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders in this process are property owners that are adjacent to Open Space with habitable structures within 100 horizontal feet of City-owned open space that require brush management per the City's brush management regulations, in addition to Nature's Image, Inc.

LoMedico, Stacey
Originating Department

Deputy Chief/Chief Operating Officer

Brush Management Service Contract Cost over Five-Year Term

Vendor: Nature's Image, Inc.

Bid Number: 10025675-13-W

PA Number: [Redacted]
Initial Date: [Redacted]
Ending Date: [Redacted]

Fund [Redacted]
 Cost Center [Redacted]
 G/L Account [Redacted]

Fiscal Year	Contract Year	Date Range	# of Months	Anticipated Expenditures	FY 2013 PA Total	LWO/CPI*	Total
			<i>FY 2013 Pricing Agreement:</i>		\$1,534,500	3%	
FY 2014	Year 1	8/1/2013-6/30/2014	11	\$1,406,625			\$1,406,625
FY 2015		7/1/2014-7/31/2014	1	\$127,875			\$127,875
	Option 1	8/1/2014-6/30/2015	11	\$1,406,625		\$42,199	\$1,448,824
FY 2016		7/1/2015-7/31/2015	1	\$127,875		\$3,836	\$131,711
	Option 2	8/1/2015-6/30/2016	11	\$1,448,824		\$43,465	\$1,492,288
FY 2017		7/1/2016-7/31/2016	1	\$131,711		\$3,951	\$135,663
	Option 3	8/1/2016-6/30/2017	11	\$1,492,288		\$44,769	\$1,537,057
FY 2018		7/1/2017-7/31/2017	1	\$135,663		\$4,070	\$139,732
	Option 4	8/1/2017-6/30/2018	11	\$1,537,057		\$46,112	\$1,583,169
FY 2019		7/1/2018-7/31/2018	1	\$139,732		\$4,192	\$143,924
TOTAL							\$8,146,869

*Note: Rate adjustments up to 3% are allowed following the first year of the agreement if renewal options are exercised.

Term of service contract is 1-year initial term plus 4 one-year options to renew for a total of 5 years.

monthly cost of FY14 \$127,875.00

Attachment AA

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: Natures Image, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 20361 Hermana Circle

City: Lake Forest County: Orange State: CA Zip: 92630

Telephone Number: (949) 680-4400 Fax Number: (949) 680-4450

Name of Company CEO: Michelle Caruana

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: Landscape Contractor Type of License: A and C27

The Company has appointed: John Scatton

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: 20361 Hermana Circle

Telephone Number: (949) 680-4400 Fax Number: (949) 680-4450

- 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 Natures Image, Inc.

(Firm Name)

Orange, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 13th day of November, 2012

(Authorized Signature)

Steven Reinoehl

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Natures Image, Inc.

DATE: 11-13-2012

OFFICE(S) or BRANCH(ES): Lake Forest

COUNTY: Orange

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												4	1		
Professional			2									1			
A&E, Science, Computer															
Technical															
Sales												2			
Administrative Support				1								1	2		
Services															
Crafts															
Operative Workers															
Transportation				1											
Laborers*															

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

Totals Each Column			2	2								8	3		
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Grand Total All Employees 15

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

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: Natures Image, Inc. DATE: 11-13-2012

OFFICE(S) or BRANCH(ES): Lake Forest COUNTY: Orange

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			4	0	1							1		
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			4	0	1							1		
Grand Total All Employees	42													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

June 5, 2013

SUBJECT: Approve Services and As-Needed Biological Services Agreements for the Open Space Brush Management Program (1472) (REV)

GENERAL CONTRACT INFORMATION

Recommended Contractor: Nature's Image, Inc. (WBE/F-Cauc.)

Action Amount: \$ **8,495,000 (not-to-exceed)**
\$1,534,500 (initial term of one year)
\$6,960,5000 (four 1-year terms)

Funding Source: City

Goals: 2% Discount/ 20% Voluntary (SLBE, ELBE)

SUBCONTRACTOR PARTICIPATION

There is no subcontractor activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Nature's Image, Inc., submitted a Work Force Report for their Orange County employees dated, May 14, 2013 indicating 15 employees in their Administrative Work Force and 58 employees in their Trade Work Force.

The Administrative Work Force has no under-representations.

The Trade Work Force indicates under representation in the following categories:

Filipino and Female in Construction Laborers

This agreement 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).

ADDITIONAL COMMENTS

Authorizing the Mayor or his designee to award and execute, for and on behalf of the City, a contract with Nature's Image, Inc. (Bid Number 10025675-13-W) for brush management services for initial term of one year with up to four one-year contract extension options not to exceed \$8.5 million over five years.

RLL

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SAN DIEGO AND
NATURES IMAGE, INC. FOR BRUSH MANAGEMENT SERVICES FOR OPEN SPACE
P&R

This Memorandum of Agreement (MOA) is made by and between Natures Image, Inc. (Bidder) and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize their acceptance of the terms of the Contract resulting from the Bidder's successful bid in response to the City's Request for Bid (RFB) No. 10025675-13-W, FOR BRUSH MANAGEMENT SERVICES FOR OPEN SPACE P&R.

Recitals

WHEREAS, the City issued RFB No. 10025675-13-W, for BRUSH MANAGEMENT SERVICES FOR OPEN SPACE P&R, a true and correct copy of which is attached hereto as Exhibit "A;"

WHEREAS, except as otherwise specified, the City's RFB No. 10025675-13-W, also incorporates the City's General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B;"

WHEREAS, Bidder submitted a bid in response to RFB No. 10025675-13-W, (Bid), a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, the City has determined that the Bidder's Bid is the winning bidder for RFB No. 10025675-13-W, and intends to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Contract Documents**. This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-C and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").

- 1.1 City's RFB No. 10025675-13-W, thereto (Exhibit "A");
- 1.2 City's General Provisions (Exhibit "B");
- 1.3 Bidder's Bid (Exhibit "C");

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work. The Bidder shall provide City with BRUSH MANAGEMENT SERVICES FOR OPEN SPACE P&R, in strict compliance with the Contract Documents for a period of one year with the option of four one-year options. at the prices stated in the Bidder's Pricing Page(s). The total duration of the MOA, including all options to renew, shall not exceed five years unless approved by ordinance of the City Council.

3. Effective Date. This MOA shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40.

4. Option to Renew. The City reserves the option to renew this MOA for up to four (4) additional one-year periods under the terms and conditions stated in the MOA as more fully described in RFB No. 10025675-13-W, Specific Provisions, Option to Renew.

5. Compensation. The City shall pay the Bidder the amounts set forth in the Bidder's Pricing Page(s) at the times and in the manner set forth in the Contract Documents. The total amount paid to the Bidder under this MOA shall not exceed \$8,146,869.00. The Bidder is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this MOA is amended in a writing duly executed by the Parties increasing this not-to-exceed amount.

6. Annual Appropriation of Funds. Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

7. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 7.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

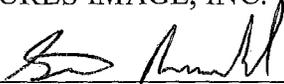
7.1 This Memorandum of Agreement.

- 7.2 The City's written acceptance of any exceptions to clarifications to the RFB (if any).
- 7.3 Section III of the RFB (Goods/Services Specifications).
- 7.4 The Bidder's Pricing Page(s).
- 7.6 All sections of the RFB not identified above.
- 7.7 The General Provisions.

8. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3206 authorizing such execution, and the Bidder acting by and through its authorized officer.

NATURES IMAGE, INC.

By: 

Name: STEVEN REINÖEHL

Title: DIRECTOR

Date: June 26, 2013

THE CITY OF SAN DIEGO

By: _____

Name: _____

Title: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this _____ day of _____, 2013.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

Revised August 2012



CITY OF SAN DIEGO

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

Bid No. 10025675-13-W

REQUEST FOR BID

Closing Date: September 7, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Brush Management Services for Open Space P&R

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.

1. Company: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____
 Contact: _____ E-Mail Address: _____
 The City of San Diego Business Tax License Number: _____
 Federal Tax ID Number: _____

2. The City's Standard Payment Terms are Net 30 Days.

Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time required: _____ days after receipt of order. Discounted terms offered: _____% _____ Days

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

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Bid must be submitted on or before the exact closing date and time. Bid 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.

3. Signature* of Authorized Representative/Contractor

Signature* _____

Print Name: _____

Title: _____

Date: _____

**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 and any Exhibits incorporated into this Agreement. Unless otherwise agreed to in writing, the Agreement includes the City's Request for Bid No. 10025675-13-W, including any addendums issued under Bid No. 10025675-13-W, the City's General Provisions for Bids dated January 3, 2005, and the Contractor's Bid in Response to the City's Request for Bid No. 10025675-13-W.*

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BILL BRODERICK, CPPB/b19 Procurement Specialist

Phone: (619) 236-6653 / Fax: (619) 236-5904 / E-Mail: WBroderick@sandiego.gov

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I. PRICING PAGE

A. BRUSH MANAGEMENT

Item No.	Est. Qty	U/M	Description	Cost Per Acre	Extension
1.	300	ACRES	Furnish Brush Management Services for the Open Space Division	\$	\$
2.	10	HOUR	Apply Herbicide Treatment	\$	\$
TOTAL SECTION A:					\$

NOTE: furnish the following for information only (Not to be used in bid award evaluation).

B. EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
500	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the five hundred (500) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTIONS A & B: \$ _____

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Bill Broderick, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to WBroderick@saniego.gov, no later than 5:00 p.m. on Thursday, August 22, 2012.

B. AWARD

This contract will be awarded based on best value to the City. Bidder (s) whose bid conforms to the solicitation and is considered to be most advantageous to the City shall be awarded this contract in whole. Factors to be considered shall include, bidder's responsiveness, qualifications, independently verified experience performing work of comparable size and scope by references, equipment and price.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

For purposes of review and in the interest of the City's sustainable business practices in general, the City strongly recommends the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents should print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Equal Benefits as specified in Section II, paragraph D)
- b. Bidder's References (as specified in Section II, paragraph J).
- c. Bidder's Statement of Subcontractors (as specified in Section II, paragraph J).
- d. Bidder's Statement of Available Equipment (as specified in Section II, Paragraph J).
- e. Bidder's Statement of Financial Responsibility (as specified in Section II, Paragraph J).
- f. Contractor Information Form (use form in Forms section).
- g. Contractor Standard Pledge of Compliance (use form in Forms section).
- h. Equal Opportunity Contracting Program (EOCP) (use form in Forms section).
- i. American with Disabilities Act (ADA) Compliance Certification (use form in Forms section).
- j. Drug Free Workplace (use form in Forms section).
- k. Current resume of Program Manager and or Site Manager (as specified in Section III, paragraph C.4).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance and Bond Requirements as specified in City of San Diego General Provisions, Section II, paragraph G, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax Certificate as specified in Section II, paragraph N, if not currently on file.
- d. Contractor/Vendor Registration (use form in Forms section).

D. EQUAL BENEFITS

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

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify

employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

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

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

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

E. 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.

F. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the “Option to Renew” clause.

G. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation 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. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, 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 solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/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 solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/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 solicitation 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.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to

determine if they are acceptable to the City. The City will reimburse the Bidder/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 solicitation without overhead, profit, or any other markup.

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

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.

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

1. **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.

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 solicitation.

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 Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/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.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/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).

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 solicitation.

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 Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/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.

Workers' Compensation. For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/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 Bidder/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.

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 solicitation.

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.

H. PERFORMANCE BOND

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

I. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

J. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. The vendor is responsible for having the necessary equipment to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms Section).
2. Bidder's Statement of Subcontractors (use form in Forms Section).
3. Bidder's Statement of Available Equipment (use form in Forms Section).
4. Bidder's Statement of Financial Responsibility (use form in Forms Section).

K. FEDERAL REQUIREMENTS

This contract is funded in whole or in part by Federal Emergency Management Agency [FEMA] grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations [44 CFR] Part 13. In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), the City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Contract, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), the City may terminate this Contract for cause or convenience. Contractual terms regarding the manner of termination can be found at Sections G(2) and G(4) the City of San Diego General Provisions, dated January 3, 2005 ("General Provisions"), incorporated by reference into this contract by Section II.K of this bid. In addition, FEMA and/or the City may terminate in accordance with the procedures set forth at 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor [DOL] regulations (41 CFR Ch. 60).
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3).
 - c. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5).
 - d. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - e. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agree to the following provisions regarding patents:

All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- a. The copyright in any work developed under a grant or contract; and
 - b. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract. At any time during normal business hours and as often as the City deems necessary, Contractor shall permit the City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
 8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or the City make final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 4 CFR 13.42.
 9. Please note that Federal Requirements are subject to change. To the extent the requirements set forth above require updating, prior to Award, the City will issue an addendum to this Bid notifying all Bidders of the changes.

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid 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 bid submittal, the Bidder/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 bid.

M. SMALL EMERGING LOCAL BUSINESS PROGRAM

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

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

N. 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 that each vendor to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

O. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms Section). The Contractor 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.

III. SPECIFICATIONS

A. SCOPE OF WORK

The Open Space Division (hereinafter known as “Division”) of the City of San Diego (hereinafter known as “City”) Park and Recreation Department manages approximately 920¹ acres of open space lands located within 100 horizontal feet of habitable structures. Among other duties related to open space land management, the Division is responsible for conducting brush management (vegetation thinning) on City owned open space, on a bi-annual basis, adjacent to privately-owned lots which are developed with "previously conforming" (legal) structures built prior to establishment of the City’s first brush management regulations in 1989.

The scope of this contract is for brush management services within the Divisions managed lands. (See City-wide Brush Management Responsibility, attachment 1, figure1.). Work shall be completed following the City’s brush management guidelines, with work focused on deadwood, non-native species, native species, and lastly on regionally sensitive species. For additional information on brush management guidelines, see Section H, Compliance with Laws and Code Requirements below. Tasks under this scope of work include: thinning, removal, and proper disposal of vegetation debris under the direction of a Biologist and in compliance with specifications herein. The City will hire an environmental consultant (Consultant), who will have a Biologist on staff, to be responsible for planning, overseeing and reporting on all brush management projects to be completed by the landscaping contractor.

B. QUALITY CONTROL

The City is conducting monitoring of brush management work by photographic documentation at each site. The primary goal of the monitoring will be to document pre and post thinning conditions at each site and to monitoring brush management sites over time. The monitoring will be conducted by City staff and/or the City’s Consultant.

C. QUALIFICATIONS

1. Experience in maintenance of native vegetation areas of a minimum of 50 acres, with ability to distinguish non-native, native, and regionally sensitive species.
2. Experience in selectively thinning of native vegetation for purpose of wildfire fuel reduction, particularly in strategically thinning individual plants and groups of plants to insure proper spacing.
3. Experience in application of herbicide to invasive plant species within an open space lands or other environmentally sensitive areas.
4. Project Manager and/or site manager shall have five years (5) of experience in managing similar size and scope project. Current resume shall be attached.

D. REQUIREMENTS

1. Under the direction of the City and the City's Consultant, the Contractor shall carry out brush management by removing dead vegetation, thinning and pruning of non-native and native plant species, and removal and/or on-site chipping of vegetation debris.
2. Contractor shall coordinate with the City Liaison to resolve issues that may arise.
 - a. Liaison shall represent the City during interactions with residents or other interested citizens.
 - b. Liaison shall notify residents of encroachments (i.e. firewood, fences, gardens, etc.) on City property and provide them the opportunity to rectify the situation.
 - c. Liaison shall handle homeowner/citizen request for specific trees or shrub removal.
3. On scheduled work days, Contractor shall provide approximately but a minimum of thirty (30) staff dedicated to the project (Any exceptions to this requirement must be specifically provided to the contractor by the City in writing.).note

Contractor shall complete at minimum six (6) acres of brush management per week, no exceptions (i.e. rain day) unless specifically given in writing by the Contract Administrator. If weekly per acre requirements are not being met and no exceptions have been approved, the Contractor shall provide, in writing, a plan that explains how the Contractor intends to meet the acreage standard.

4. Contractor shall provide a schedule of work after award of contract and before brush management work begins for review and approval by the Contract Administrator. Schedule of work shall be planned for thirty days in advance of current work.
5. Upon the start of brush thinning work, after award of contract, a field report shall be submitted to the Contract Administrator on a weekly basis. The report shall contain the following information:
 - a. Areas where work was performed.
 - b. Number of staff assigned to the project each week.
 - c. Encroachments found during the week (i.e. firewood, fences, structures, masonry wall, gardens, irrigation lines, etc.).
 - d. Updated schedule of work completed during the week.
 - e. Updated schedule of work to be completed the following week.

6. If the Contractor falls behind the provided schedule and this delay required the City or Consultant to conduct additional pre-thinning surveys (rare plant or Migratory Bird Treaty Act compliance surveys), the Contractor may be held responsible for the reimbursement of cost of the additional surveys.
7. Contractor shall provide data to the City for the City Consultant's post project report. Information shall include data on staffing/completion date; project labor-hours; tonnage removed and/or chipped; private access obtained (homeowner access agreements) and neighborhood notifications. This data should be included as part of the shapefile submitted with invoices.
8. Contractor shall use the nearest public access point to stage and load cut vegetation and debris into vehicles to be disposed of properly.
 - a. Contractor may only utilize existing access/maintenance paths or trails to access work sites (the use of these paths or trails shall not increase the width or in any way damage the paths or trails).
 - b. No new vehicle (tracked or wheeled) access may be established for the purpose of completing brush management.
 - c. Contractor may utilize Llamas on City property to transport cut vegetation to the nearest public access point.
 - d. Contractor may utilize donkeys and horses only on existing trails on City property to transport cut vegetation to the nearest public access point.
 - e. Contractor may attempt to negotiate access through private property as desired. This must include gaining signed access agreements that indemnifies the City from any damage caused by the Contractor.
 - f. Contractor may not utilize helicopters to transport cut vegetation or debris to the nearest public access point.
 - g. Contractor shall be responsible for any Rights-of-Way permits for traffic control and fees for work that encroaches into the public Rights-of-Way, including the sidewalk.
9. Contractor's staff shall be required to attend training on brush management issues.
 - a. Training will include an initial four (4) hour training to be completed before brush management work begins and monthly tailgate training sessions (1-2 hours per meeting).
 - b. Initial training and tailgate training sessions will be conducted by the City and/or the City Consultant.
 - c. The Contractor shall be responsible for training on applicable health and safety related topic.

10. The brush management zone to be thinned shall be flagged by the Contractor.
 - a. Contractor shall measure and flag the entire brush management zone, including the City open space/private property boundary.
 - b. The brush management zone shall be measured at 100 feet horizontal distance from the habitable structure closest to the property line and must include adjustments for slope and brush management Zone 2 reductions. (See attachment titled, Slope adjustment table).
 - c. Contractor shall flag limits of the brush management zone within five (5) business days of the City's Consultant's request/notification to begin pre-assessment of the brush management zone.
 - d. Contractor is responsible for identification and flagging of property lines.
 - e. Contractor shall advise the City's Contract Administrator of any masonry walls identified along property lines.
 - f. Contractor shall not enter fenced areas without permission from the property owner. If fencing is an encroachment, the Contractor shall report it to the City's Liaison to resolve with homeowner.

11. Contractor shall apply herbicide to only non-native species listed below that are removed in order to comply with the brush management regulations and per City Consultant recommendations. Targeted species would include: eucalyptus, Brazilian pepper, tree of heaven, tamarisk, tree tobacco, Mexican fan palm, Chinese tallow tree, pampas grass, arundo, fennel fountain grass and Canada and bull thistle (Contractor shall contact the City prior to treating fountain grass and thistle for approval).
 - a. Shall be bid on a separate line item in Section I, Pricing Page of this RFB.
 - b. Work shall be performed by staff in possession of a Qualified Applicator Certificate.
 - c. Contractor is responsible for obtaining a pesticide recommendation from a licensed pesticide advisor prior to use of herbicide.
 - d. Bid price shall include time and materials.
 - e. Herbicide shall be applied within 15 minutes of plants/trees being cut during thinning work or herbicide can be applied at a later date/time, if contractor completes new cuts to ensure herbicide application is successful.

12. Contractor shall be responsible for obtaining maps for their use in the field.
 - a. PDF maps are included, see attached Figures. Don't have(see) figures
 - b. The Contractor is responsible for providing any additional maps at their own expense. The City can provide a shapefile of brush management areas (ArcMap 9.3) upon request.

- c. AGPS unit will be required to GPS completed brush management areas. Invoices will be based on GPS data of the brush zone submitted invoices (GIS/GPS shapefile data shall match acres being invoiced and not cover private property).
13. Contractor shall be responsible for removal of flammable trash and debris located within the brush management zone.
 - a. Contractor is responsible for removal of firewood piles after City staff has notified residents.
 - b. Contractor is responsible for removal of wood rats nest(s).
14. Contractor shall be responsible for abating hazardous condition that may restrict access to or completion of work within the brush management zone (i.e. removal of bee or wasp nest).
15. Contractor shall remove all cut vegetation and debris larger than ¼ inch in diameter from the work site weekly. Contractor shall not leave or store cut vegetation (i.e. mulch, firewood size logs, etc.) on site or at any other City property without prior authorization from the Contract Administrator.
 - a. Contractor shall not leave or store cut vegetation (i.e. mulch, firewood size logs, etc.) on site or at any other City property without prior authorization from the Contract Administrator for longer than 7 calendar days.
 - b. Contractor may chip or mulch cut vegetation using a chipping/mulching machine or similar equipment; chipped or mulched material shall be hauled off site and disposed of properly or may be spread out, to a maximum depth of 6 inches, only within the brush management zone.
 - c. Contractor is responsible for removing any material(s) falling into brow ditches as part of the brush management work, but is not responsible for general maintenance or cleaning of brow ditches located within the brush management zone(s).
 - d. Contractor shall be responsible for any required permits and fees for use of a dumpster within the public right-of-way.
16. Contractor shall direct all citizen inquiries to the City's Liaison.
 - a. Contractor may work with the City's Liaison and with citizens to accommodate reasonable requests pertaining to how brush management is accomplished.
 - b. Contractor shall not conduct brush management that exceeds or is inconsistent with the City's regulations at a citizen's request.

E. INVOICING

Contractor shall be paid for completed acres after the work has been inspected and signed-off by the Contract Administrator and City's Consultant as complete and in compliance with the brush management regulations.

1. Contractor shall coordinate with City Consultant for inspections.
2. Payment terms will begin be made after final sign-off by City and Consultant.
3. Contractor shall provide GIS/ shapefile information and map of completed work areas with their submitted invoice
4. Acres shall be measured horizontally for billing purposes and will be based on GPS data of the brush zone submitted (GIS/GPS shape file data shall match acres being invoiced and not cover private property).

F. SCHEDULING

A brush management work schedule shall be mapped out by the successful Contractor and provided to the Division for review and approval prior to start of work. Emphasis shall be placed on addressing areas based on the last date brush management was completed at the work area, from oldest to most recent. The Contractor shall have the discretion to adjust work areas based on logistical efficiency after coordination with the City Liaison. When considering logistical efficiency, California gnatcatcher breeding season restrictions based on sensitive habitats (see RESTRICTIONS below) should be evaluated to reduce cost to the City for conducting California gnatcatcher presence/absence protocol surveys.

G. RESTRICTIONS

1. No thinning in coastal sage scrub, maritime succulent scrub and coastal sage-chaparral during gnatcatcher breeding season beginning March 1 through August 15 without completing presents/absents surveys.
2. No new vehicle access may be established to access the project acres. H.

H. COMPLIANCE WITH LAWS AND CODE REQUIREMENT

All brush management shall be done in accordance with Section 142.0412 of the San Diego Municipal Code (<http://www.sandiego.gov/city-clerk/officialdoc/legisdocs/muni.shtml>) and the following:

- a. San Diego Municipal Code San Diego Fire-Rescue Department, Bulletin #1 Brush Management Guide, <http://www.sandiego.gov/fireandems/pdf/brushpdf.pdf>

- b. Fire Prevention Bureau Policy B-08-1, City of San Diego Fire Safety and Brush Management Guide, <http://www.sandiego.gov/fireandems/pdf/brushpolicy.pdf>
- c. Addendum to a Subsequent Environmental Impact Report/Environmental Assessment-No. 31245, (available upon request).
- d. Fish and Wildlife Service Consistency Determination December 06, 2007, (available upon request) and
- e. Open Space Division Clarifications (see attached).

Any violations, including but not limited to grubbing, grading or excessive thinning of brush, storm water violations may be subject to any and all remedies available under the San Diego Municipal Code, including but not limited to fines, mitigation, restoration, and/or penalties in an amount reasonably required to replenish plants or restore habitat.

I. PREVAILING WAGE

Prevailing wage rates do not apply.

J. DELIVERABLES

The Contractor shall be responsible for the following deliverables to be submitted to City:

1. Contractor shall provide a work schedule and maps of the work areas to the
2. Division for review and approval prior to start of work.
3. After the start of brush thinning work, after award of contract, a field report shall be submitted to the Contract Administrator on a weekly basis. The report shall contain the following information:
 - a. Areas where work was performed.
 - b. Number of staff assigned to the project during the week.
 - c. Encroachments found.
 - d. Updated schedule of work completed during the week.
 - e. Updated schedule of work to be completed the following week.
4. Upon completion of a project area, the GPS data of the brush zone shall be submitted with invoices submitted for payment. The GPS data shall included the following data field completed:
 - a. Invasive species treated.
 - b. Percent slope of work area.
 - c. Acreage.
 - d. Start date.
 - e. Completion date.
 - f. Man hours required
 - g. Encroachments found (i.e. fences, walls, ornamental landscape

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature 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 Bidder.

This document is to be attached by the bidder to the bid submittal.
Reference 1 of 3

WORK REFERENCE

City of San Diego RFB # _____ (“Brush Management Services”) requires bidders to provide three references who can verify that the bidder has previously completed work of a comparable nature and scope as follows: " manual (e.g., with hand cutting tools, weed whips, and chainsaws) and selective (i.e., removal of only certain plants based on certain biological characteristics) wildfire fuel load reduction in native habitats specifically for wildfire hazard reduction purposes in accordance with California state or a California jurisdiction's code". The bidder has asked you to provide at least one of these references. By completing and signing this form, you are indicating that the bidder has performed such work for you.

I, _____, representing _____ hereby certify and represent as
(name, printed) (“self” or company name, printed)
follows with regard to services previously provided to me by the following named firm:

- _____
(name of bidder/firm being referenced)

Work provided by this firm to me included manual (e.g., with hand cutting tools, weed whips, and chainsaws) and selective (i.e., removal of only certain plants based on certain biological characteristics) wildfire fuel load reduction in native habitats specifically for wildfire hazard reduction purposes in accordance with California state or a California jurisdiction's code. No new roads were created to access the work site and no ride-on vehicles were used to cut vegetation.

This firm provided these services to me as follows:

Site 1

Work Location: _____
Range of addresses/structures provided with defensible space by the work: _____
Acreage of work: _____
Duration of work: _____
If work performed more than once for compliance with brush management requirements, provide the number of times the work was repeated: _____
Range of slope on site: _____
Range of distances cut vegetation was dragged to remove it from site: _____
Vegetation community or habitat type subjected to the work: _____
Equipment used for the work: _____

Crew size: _____

State or Local regulation which necessitated the work and controlled the protocol of the work:

(Add additional sheets as necessary to provide the same information for other sites.)

I hereby certify that the above information is true to the best of my knowledge.

Signature of Reference

This document is to be attached by the bidder to the bid submittal.
Reference 2 of 3

WORK REFERENCE

City of San Diego RFB # _____ (“Brush Management Services”) requires bidders to provide three references who can verify that the bidder has previously completed work of a comparable nature and scope as follows: " manual (e.g., with hand cutting tools, weed whips, and chainsaws) and selective (i.e., removal of only certain plants based on certain biological characteristics) wildfire fuel load reduction in native habitats specifically for wildfire hazard reduction purposes in accordance with California state or a California jurisdiction's code". The bidder has asked you to provide at least one of these references. By completing and signing this form, you are indicating that the bidder has performed such work for you.

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 Range of addresses/structures provided with defensible space by the work: _____
 Acreage of work: _____
 Duration of work: _____
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 Range of slope on site: _____
 Range of distances cut vegetation was dragged to remove it from site: _____
 Vegetation community or habitat type subjected to the work: _____
 Equipment used for the work: _____
 Crew size: _____
 State or Local regulation which necessitated the work and controlled the protocol of the work:

(Add additional sheets as necessary to provide the same information for other sites.)

I hereby certify that the above information is true to the best of my knowledge.

Signature of Reference

This document is to be attached by the bidder to the bid submittal.
Reference 3 of 3

WORK REFERENCE

City of San Diego RFB # _____ (“Brush Management Services”) requires bidders to provide three references who can verify that the bidder has previously completed work of a comparable nature and scope as follows: " manual (e.g., with hand cutting tools, weed whips, and chainsaws) and selective (i.e., removal of only certain plants based on certain biological characteristics) wildfire fuel load reduction in native habitats specifically for wildfire hazard reduction purposes in accordance with California state or a California jurisdiction's code". The bidder has asked you to provide at least one of these references. By completing and signing this form, you are indicating that the bidder has performed such work for you.

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 Equipment used for the work: _____
 Crew size: _____
 State or Local regulation which necessitated the work and controlled the protocol of the work:

(Add additional sheets as necessary to provide the same information for other sites.)

I hereby certify that the above information is true to the best of my knowledge.

Signature of Reference

BIDDER'S STATEMENT OF SUBCONTRACTORS

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Contractor's License #: _____

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Contractor's License #: _____

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Contractor's License #: _____

Requirements of contract: _____

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

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is required to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction, safety and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The vendor is responsible for having the necessary equipment to perform the work. Bidders can submit questions on specific equipment prior to bid closing and the department can provide an answer on whether something is acceptable or not. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

NOTE: Add additional pages if necessary.

Equipment

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

**BIDDER'S STATEMENT OF FINANCIAL
RESPONSIBILITY**

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder 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: _____

CONTRACTOR INFORMATION FORM

CONTRACTOR: _____

BID 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:

Ownership Classification

Classification:

* [Light blue input box]

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

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

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

Certification #: [Light blue input box] Expiration Date: [Light blue input box]

Agency: [Light blue input box]

Certification #: [Light blue input box] Expiration Date: [Light blue input box]

Agency: [Light blue input box]

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

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.

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

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

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

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

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).

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

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

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

Print Name, Title

Signature

Date



EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION

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

CONTRACT INFORMATION

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

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

BIDDER REQUIREMENTS

TABLE OF CONTENTS

- I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:
- Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Compliance Investigations. Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the

Nondiscrimination in Contracting Ordinance apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:

The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;

5. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
6. Proposer disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
7. The Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
8. The Proposer discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
9. The Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;
10. The Proposer disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;

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

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

A. Small Emerging Local Business Program Participation Level

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

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

B. Contract Activity Reports. To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

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

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

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Proposer's** demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.

VI. List of Subcontractors/Subconsultants. Proposers are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit *Subcontractor Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified “**Minority Business Enterprise**” (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Certification.

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

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

IX. List of Attachments.

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

Attachment AA

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

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

BID/QUOTE NUMBER: _____

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Section F.11 “American with Disabilities Act” of the City of San Diego, Purchasing Division General Provisions for Bids Dated 01/03/2005, and that;

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor’s agreement to abide by the provisions of the policy as outlined.

Signed _____

Printed Name _____

Title _____

DRUG-FREE WORKPLACE

A. GENERAL

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

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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

BID NUMBER:

PROJECT TITLE: _____

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

(Name under which business is conducted)

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

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

RFP No. 10025671-13-W

Bid Closing Date: October 31, 2012
@ 4:00 p.m.

Proposals for furnishing the City of San Diego with **Toxicology Laboratory Service**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original page 23 and replace with the attached Addendum A page 23.
(NOTE: Section I.05 has been changed.)
2. Delete the original page 47 and replace with the attached Addendum A page 47.
(NOTE: Section K, Forms, item 12 has been added.)
3. Delete the original page 76 and replace with the attached Addendum A page 76.
(NOTE: Section L.4., item 3 has been added.)
4. Move the original page 95 and replace with the attached Addendum A page 69a.
(NOTE: The ADA Compliance Certification form has been moved.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick
Procurement Specialist
(619) 236-6653

October 18, 2012

BB/bl9

I.03 Term of Contract

The term of this contract shall be the performance period as defined in the Contract Form and Section A, with dates to be memorialized in the Notice to Proceed.

I.04 Notice to Proceed

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

I.05 Option to Extend Services/Term

The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates). The City will not grant an option, if the Contractor requests an increase which exceeds the **average percentage variant for the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Diego area as published by the Bureau of Labor Statistics, or 5%, whichever is less**. 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. If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing pursuant to Section I.13, Changes. The option provision may be exercised more than once.

The Purchasing Agent may exercise the option by written notice to the Contractor sent prior to thirty (30) days before the expiration of the current term. The option to renew may not be declined by the Contractor.

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

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

I.06 Conflict of Interest

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at Section 27.3501 to 27.3595. The City may determine that a conflict of interest code requires the Contractor to complete one or more

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS OR RESPONDENTS

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

FORMS REQUIRED OF ALL CONTRACTORS:

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References/List of Subcontractors
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility matters
4. Declaration Regarding Information Requested Under The California Public Records Act
5. Proof of Insurance
6. Criminal Background Certification
7. Affidavit for Contractor/Vendor
8. Conflict of Interest Disclosure Statement
9. Drug Free Workplace Certification
10. Equal Benefits Ordinance Certification of Compliance
11. Contractor Standards Pledge of Compliance
12. **American Disability Act Compliance (see page 69a) currently on page 95**

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

BID/QUOTE NUMBER: _____

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Section F.11 “American with Disabilities Act” of the City of San Diego, Purchasing Division General Provisions for Bids Dated 01/03/2005, and that;

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor’s agreement to abide by the provisions of the policy as outlined.

Signed _____

Printed Name _____

Title _____

- d. Contractor/Vendor Registration form (use Form at <http://www.sandiego.gov/purchasing/vendor/register.shtml>).

L.4 RFP Proposal Format and Organization

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

1. **Tab A - Representations and Certifications.** Contractor shall include all completed verification statements and required forms specified in Section K.
2. **Tab B - Executive Summary and Responses to Scope of Services.** Contractor shall provide the following information in the order outlined below:
 - a. A title page;
 - b. A table of contents;
 - c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Contractor’s ability to meet the requirements of the RFP and a statement describing why the Contractor believes itself to be best qualified to provide the identified services;
 - d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the City of San Diego may cause the proposal to be not further considered; and
 - e. Responses to all items specified in Section C, “Scope of Services” beginning with Paragraph C, “Core Requirements and Deliverables.”
3. **Tab C – Cost/Price Proposal.** Contractors shall submit its detailed cost proposal as specified in Section B, including any required attachments as specified in Section B.
4. **Tab D – Equal Employment Opportunity (EEO) Policy and Forms and Subcontracting Plan:**

The City Council and Mayor of the City of San Diego are committed to the goals of equal employment opportunity. All Contractors must submit with their proposal all requirements and forms as specified in Section J “Equal Opportunity Contracting Program (EOCP)”.